

<i>SERFF Tracking Number:</i>	<i>MASS-125532571</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Massachusetts Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39578</i>
<i>Company Tracking Number:</i>	<i>SL14-AR-2009</i>		
<i>TOI:</i>	<i>L06I Individual Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06I.002 Single Life - Flexible Premium</i>
<i>Product Name:</i>	<i>SL14 2001 CSO Table Filing</i>		
<i>Project Name/Number:</i>	<i>SL14-2009/SL14-2009</i>		

Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company

Product Name: SL14 2001 CSO Table Filing	SERFF Tr Num: MASS-125532571	State: ArkansasLH
TOI: L06I Individual Life - Variable	SERFF Status: Closed	State Tr Num: 39578
Sub-TOI: L06I.002 Single Life - Flexible Premium	Co Tr Num: SL14-AR-2009	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Authors: Lynne Mahan, Robin Perez, Jennifer Dube	Disposition Date: 07/15/2008
	Date Submitted: 07/10/2008	Disposition Status: Approved
Implementation Date Requested:		Implementation Date:

State Filing Description:

General Information

Project Name: SL14-2009	Status of Filing in Domicile: Pending
Project Number: SL14-2009	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 07/15/2008	
State Status Changed: 07/15/2008	Deemer Date:
Corresponding Filing Tracking Number: SL14-AR-2009	

Filing Description:

Massachusetts Mutual Life Insurance Company (MassMutual) is submitting the above referenced policy for your review and approval. It will replace the previously approved policy form# SL14-AR-2002 which was approved by the Department on 12/6/2002. This policy will be effective as of 1/1/2009 which incorporates the 2001 CSO.

In addition we also previously filed endorsement form #ENDSL14-2006 that was approved by the Department on 10/19/2006 for use with policy form #SL14-AR-2002. All of the provisions of this endorsement have been incorporated

SERFF Tracking Number: MASS-125532571 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 39578
 Company Tracking Number: SL14-AR-2009
 TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium
 Product Name: SL14 2001 CSO Table Filing
 Project Name/Number: SL14-2009/SL14-2009

into the new policy form #SL14-AR-2009.

SL14-AR-2009 is very similar to SL14-AR-2002 and we are including a black-lined version that includes marked changes to show where we have modified policy provisions or increased or reduced variable terms.

Company and Contact

Filing Contact Information

Robin Perez, Compliance Specialist rperez@MassMutual.com
 1295 State Street (860) 562-4409 [Phone]
 Springfield, MA 01111-0001 (860) 562-6151[FAX]

Filing Company Information

Massachusetts Mutual Life Insurance Company CoCode: 65935 State of Domicile: Massachusetts
 1295 State Street Group Code: 435 Company Type:
 MIP: M381
 Springfield, MA 01111 Group Name: State ID Number:
 (800) 767-1000 ext. [Phone] FEIN Number: 04-1590850

Filing Fees

Fee Required? Yes
 Fee Amount: \$75.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Massachusetts Mutual Life Insurance Company	\$75.00	07/10/2008	21344759

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/15/2008	07/15/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	07/14/2008	07/14/2008	Jennifer Dube	07/14/2008	07/14/2008
Industry						
Response						

<i>SERFF Tracking Number:</i>	<i>MASS-125532571</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Massachusetts Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39578</i>
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<i>Project Name/Number:</i>	<i>SL14-2009/SL14-2009</i>		

Disposition

Disposition Date: 07/15/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	MASS-125532571	State:	Arkansas
Filing Company:	Massachusetts Mutual Life Insurance Company	State Tracking Number:	39578
Company Tracking Number:	SL14-AR-2009		
TOI:	L06I Individual Life - Variable	Sub-TOI:	L06I.002 Single Life - Flexible Premium
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Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Certification/Notice		Yes
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Letter		Yes
Supporting Document	statement of Variability		Yes
Supporting Document	Marked copy		Yes
Form	Flexible Premium Variable Adjustable Life Insurance Policy		Yes

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TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium
Product Name: SL14 2001 CSO Table Filing
Project Name/Number: SL14-2009/SL14-2009

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/14/2008
Submitted Date 07/14/2008

Respond By Date

Dear Robin Perez,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/14/2008
Submitted Date 07/14/2008

Dear Linda Bird,

Comments:

Response 1

Comments: A Certification of Compliance with Regulation 33 is attached.

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, IV, VII, IX and XI, has been reviewed and that the company is in compliance.

SERFF Tracking Number: *MASS-125532571* *State:* *Arkansas*
Filing Company: *Massachusetts Mutual Life Insurance Company* *State Tracking Number:* *39578*
Company Tracking Number: *SL14-AR-2009*
TOI: *L06I Individual Life - Variable* *Sub-TOI:* *L06I.002 Single Life - Flexible Premium*
Product Name: *SL14 2001 CSO Table Filing*
Project Name/Number: *SL14-2009/SL14-2009*

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification/Notice

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Jennifer Dube, Lynne Mahan, Robin Perez

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Company Tracking Number: SL14-AR-2009

TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium

Product Name: SL14 2001 CSO Table Filing

Project Name/Number: SL14-2009/SL14-2009

Form Schedule

Lead Form Number: SL14-AR-2009

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SL14-AR-2009	Policy/Cont	Flexible Premium	Initial			Clean SL14-AR-2009 (with Holding Acct and Perf Fee).pdf
		ract/Fratern	Variable Adjustable				
		al	Life Insurance Policy				
		Certificate					

Flexible Premium Variable Adjustable Life Insurance Policy

POLICY NUMBER [0 000 000]

INSURED [JOHN DOE]

SELECTED FACE AMOUNT [\$10,000,000]

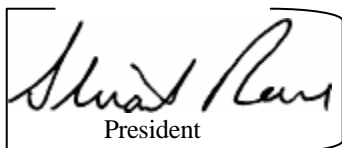
Dear Policy Owner:

READ YOUR POLICY CAREFULLY. It has been written in readable language to help You understand its terms. We have used examples to explain some of its provisions. These examples do not reflect the actual amounts or status of this policy. As You read through this policy, remember the words "You" and "Your" refer to the Owner and "We", "Us" and "Our" refer to Massachusetts Mutual Life Insurance Company, the Insurer.

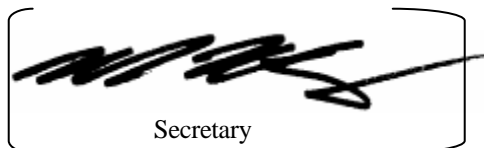
We will, subject to the terms of this policy, pay the death benefit to the Beneficiary when due proof of the Insured's death is received at Our Home Office. The terms of this policy are contained on this and the following pages, together with attached application(s).

For service or information on this policy, contact the agent who sold this policy or Our Home Office.

YOU HAVE A RIGHT TO RETURN THIS POLICY. If You decide not to keep this policy, return it within [10] days after You receive it. The policy may be returned by delivering or mailing it to Our Home Office, to any of Our agency offices, or to the agent who sold this policy. Then, this policy will be as though it had never been issued. We will promptly refund any Premium paid for this policy; plus or minus an amount that reflects the investment experience of the investment divisions of the Separate Account(s) under this policy to the date this policy is received by Us; minus any amounts borrowed or withdrawn.



Stuart Rens
President



Secretary

Flexible Premium Variable Adjustable Life Insurance Policy

This policy provides that:

Insurance is payable when the Insured dies.

Within specified limits, flexible Premiums may be paid during the Insured's lifetime.

Policy is non-participating.

The amount of death benefit and the duration of insurance coverage may be fixed or variable as described in Parts 3 and 5. The Variable Account Value of this policy may increase or decrease in accordance with the experience of the Separate Account(s). There are no minimum guarantees as to the Variable Account Value. The Value of the Guaranteed Principal Account earns interest at a rate not less than the minimum described in the Guaranteed Principal Account Interest Crediting Rate provision.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
1295 STATE STREET
SPRINGFIELD, MA 01111-0001

Policy Summary

This Summary briefly describes some of the major provisions shown in this policy. Full descriptions of policy provisions along with any limits that may apply are contained in the actual policy provisions as identified on the "Table of Contents" page. Language contained in the actual policy provisions will take precedent over this Policy Summary. Terms that are capitalized have defined meanings as explained in this policy.

The insurance provided is Flexible Premium Variable Adjustable Life Insurance. We will pay a death benefit if the Insured dies while this policy is In Force.

- **In Force** means that the insurance on the Insured has not terminated.
- **Variable** means that all values, which depend on the investment performance of the Separate Account (s') division(s) shown on the Schedule Page, are not guaranteed as to dollar amount.
- **Flexible** means that after the Initial Premium has been paid, there is no requirement that any specific amount of Premium be paid on any date. Instead, within the limits stated in this policy, any amount may be paid on any date before the death of the Insured.

Monthly Charges will be periodically deducted from the value of this policy. If there is not enough value to pay the Monthly Charges when due, the insurance will terminate at the end of 61 days. There is, however, a right to Reinstate the insurance.

There are other rights available to You while the Insured is living. These include the rights to:

- Assign this policy;
- Change the Owner or Beneficiary;
- Fully surrender the insurance;
- Make withdrawals and/or loans;
- Increase or decrease the Selected Face Amount;
- Allocate Net Premiums among the divisions of the Separate Account(s);
- Transfer values among the divisions of the Separate Account(s); and
- Change the Death Benefit Option.

This policy also includes a number of alternate ways to pay the death benefit or the amount payable upon full surrender.

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Any Riders and Endorsements, and a copy of the Application for this policy, follow Page 45

The Schedule Page

This **Schedule Page** shows specific information about this policy and is referred to throughout this policy.

Policy Number	[0 000 000]
Insured	[John A Doe]
Owner	[Jane Doe]
Selected Face Amount	[\$10,000,000]
Maximum Net Amount At Risk	[\$10,000,000]
Issue Date	[JAN 01 2009]
Policy Date	[JAN 01 2009]
Paid-Up Policy Date	[JAN 01 2074]
Insured's Age On Policy Date	[35 Male]
Insured's Risk Classification On Policy Date	[Select Preferred Non-Tobacco]
Substandard Rating	[100%]
Substandard Flat Extra	[\$0.00] per Thousand
Underwriting Basis	[Full Underwriting]

Basic Policy Information

<u>Plan</u>	<u>Selected Face Amount</u>	<u>Minimum Face Amount</u>	<u>Death Benefit Option</u>
Flexible Premium Variable Adjustable Life Insurance Policy	[\$10,000,000]	See Minimum Face Amount Provision	[1]

Premium Information As of [January 01 2009]

Initial Premium	[\$1,000,000.00]
Planned Annual Premium	[\$1,000,000.00]

[Net Premium, on a GUARANTEED basis, will be no less than total Premium paid less the sum of the following (the Premium Load):

- [(1) [0-20%] of Premium representing the sales load component of the Premium Load, if any,] [and]
- [(2) a percentage of Premium paid equal to the applicable state Premium tax rate or the Premium tax equivalent,][and]
- [(3) a percentage of Premium paid representing the Federal Deferred Acquisition Cost Tax,] [and]
- [(4) [0-20%] of Premium paid representing a fee for the initial establishment and operation of the Separate Account(s) incurred by Us, if any,] [and]
- [(5) [0-20%] of Premium paid representing other charges incurred as a result of retaining an unaffiliated investment advisor.]

[Net Premium, on a CURRENT basis, will be total Premium paid less the sum of the following (the Premium Load):

- [(1) [0-20%] of Premium representing the sales load component of the Premium Load, if any,] [and]
- [(2) a percentage of Premium paid equal to [xx%] representing the State Premium Tax, [and]
- [(3) a percentage of Premium paid equal to [xx%] representing the Federal Deferred Acquisition Cost Tax,] [and]
- [(4) [0-20%] of Premium paid representing a fee for the initial establishment and operation of the Separate Account(s) incurred by Us, if any,] [and]
- [(5) [0-20%] of Premium paid representing other charges incurred as a result of retaining an unaffiliated investment advisor.]

Administrative Charge

An Administrative Charge is payable from the Policy Account Value on each Monthly Calculation Date. It will not be more than [\$9.00] per month. It is currently [\$0.00]. See Monthly Charges in Part 3.

Face Amount Charge

The Face Amount Charge is guaranteed to be no greater than [\$0.05] per thousand per month of total Selected Face Amount provided under this policy, including any riders. The current charge is [\$0.00] per thousand per month of total Selected Face Amount including riders. See Monthly Charges in Part 3.

Basis of Computation

For maximum monthly Mortality Charge. See Monthly Charges in Part 3.

Maximum Mortality Charges

[Substandard Rating times] the Commissioner's 2001 Standard Ordinary [Non-Smoker] Mortality Table [Male] plus [Substandard Flat Extra divided by 12].

Minimum Interest Rate

Minimum annual interest rate for the Guaranteed Principal Account is 3% per year.

[Rider Charge (if applicable)]

The monthly charges are shown in a table of charges for the specific rider. Currently, there are no riders applicable.]

Minimum Increase or Decrease in Selected Face Amount

Minimum amount of elected increase or decrease allowed on the policy's Selected Face Amount is [\$10,000].

Separate Account Administrative Charge

This charge is for the establishment and operation of the Separate Account(s). The Separate Account Administrative Charge shall not be more than [.00165158] of the Variable Account Value for this policy computed and assessed as of each Monthly Calculation Date.

Asset Load Charge - The Asset Load Charge is due on each Monthly Calculation Date and shall not be more than [.00165158] of the portion of the Policy Account Value held in these divisions.]

Surrender Charges

[The surrender charge for this policy is zero.]

[If this policy is surrendered during the first [x] Policy Years, We will assess a Surrender Charge equal to the lesser of [1.00] percent of Policy Account Value or the Maximum Surrender Charge. The Maximum Surrender Charge under this policy is the greater of the initial Selected Face Amount or the Minimum Face Amount at issue, times the value in the Table of Maximum Surrender Charges for the Policy Year of surrender.]

Separate Account(s) Information

The Separate Account(s) referred to in this policy is Massachusetts Mutual Variable Life Separate Account [III.]

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
The Passive Divisions for Separate Account [III]				
[MML Money Market Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Managed Bond Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Equity Index Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Growth Equity Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Small Cap Growth Equity Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Large Cap Value Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Emerging Growth Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
Oppenheimer Mid Cap Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
Oppenheimer International Growth Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
Oppenheimer Main Street Fund V/A	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
Janus Aspen Series Forty Portfolio Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
Ivy Spectrum Division *	The last business day of each calendar month.	First business day of each calendar month, provided that instructions are received by us in good order at least 3 business days prior to the last business day of the month before the investment.	Within 15 business days following the June 30 or the December 31 valuation date; provided a transaction request is received by us in good order at least 90 days prior to June 30 or December 31. Withdrawals may be subject to a holdback of up to 5%, payable after completion of the fund's annual audit.	Yes
JOHIM IDF LLC Division*	Last business day of each calendar month.	First business day of each calendar month, provided that your instructions are received by us in good order at least 35 business days prior to investment.	<p>Within 30 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 135 days prior to such last business day. Withdrawals may be subject to a holdback of up to 5% payable after completion of the fund's annual audit.</p> <p>Withdrawals are also subject to a 2% redemption fee within the first six months after an allocation and a 1% redemption fee if made after the initial six months but less than twelve months after an allocation. The redemption fees apply separately to each allocation of policy account value to the fund.</p>	Yes

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
K2 Insurance Division *	The last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us in good order at least 3 business days prior to the last business day of the month prior to the investment.	Twelve months after an allocation to the fund (the "Lock-up Period"), withdrawals are available within 30 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 91 days prior to such last business day. Withdrawals may also be subject to a holdback of up to 10% payable after completion of the fund's annual audit. The Lock-up Period will apply separately to each allocation of policy account value to the fund.	Yes
Ontario Partners Diversified Division*	Last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us in good order at least 5 business days prior to the last day of the month prior to the investment.	<p>Within 30 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 85 days prior to such last business day. Withdrawals may be subject to a holdback of up to 5% payable after the completion of the fund's annual audit.</p> <p>Withdrawals are also subject to a 2% redemption fee if made within the first six months after an allocation and a 1% redemption fee if made after the initial six months but less than twelve months after an allocation. The redemption fees apply separately to each allocation of policy account value to the fund.</p>	Yes

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
Pacificor Insurance Division*	Last business day of each calendar month.	First business day of each calendar month, provided that you must ensure that your instructions to make an allocation or transfer to the fund are received by us at least 3 business days prior to the end of the month before the investment.	Within 30 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 60 days prior to such last business day. Withdrawals are subject to a 5% holdback payable after the completion of the fund's annual audit.	Yes
P&A Diversified Insurance Division*	The last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us in good order at least 5 business days prior to the end of the month before the investment.	Within 90 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 65 days prior to such last business day. Withdrawals may be subject to a holdback of up to 5% payable after the completion of the fund's annual audit.	Yes
Ranger Family Insurance Division*	Last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us at least 5 business days prior to the end of the month before the investment.	Twelve months after an allocation to the fund (the "Lock-up Period"), withdrawals are available within 30 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 90 days prior to such last business day.	Yes

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
Ranger Family Insurance Division* (Continued)			Withdrawals may be subject to a holdback of up to 5% payable after the completion of the fund's annual audit. The Lock-up Period will apply separately to each allocation of policy account value to the fund.	
Taylor Insurance Series C Division*	Last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation or transfer to the fund are received by us in good order at least 7 business days prior to the end of the month before the investment.	Within 60 days following the last business day of the calendar year end provided a transaction request is received by us in good order at least 65 days prior to the last business day of a calendar year end. Withdrawals may be subject to a holdback of up to 15% payable after the completion of the fund's annual audit. In the case of a partial withdrawal, the withdrawal request cannot be less than \$250,000, and the remaining policy account value in the fund must be at least \$500,000.	Yes
Taylor Insurance Series G Division*	Last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation or transfer to the fund are received by us in good order at least 7 business days prior to the end of the month before the investment.	Within 60 days following the last business day of the calendar year end provided a transaction request is received by us in good order at least 65 days prior to the last business day of a calendar year end. Withdrawals may be subject to a holdback of up to 15% payable after the completion of the fund's annual audit.	Yes

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
Taylor Insurance Series G Division* (Continued)			In the case of a partial withdrawal, the withdrawal request cannot be less than \$250,000, and the remaining policy account value in the fund must be at least \$500,000.	
Taylor Insurance Series K Division*	Last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation or transfer to the fund are received by us in good order at least 7 business days prior to the end of the month before the investment.	<p>Within 60 days following the last business day of the calendar year end provided a transaction request is received by us in good order at least 65 days prior to the last business day of a calendar year end. Withdrawals may be subject to a holdback of up to 15% payable after the completion of the fund's annual audit.</p> <p>In the case of a partial withdrawal, the withdrawal request cannot be less than \$250,000, and the remaining policy account value in the fund must be at least \$500,000.</p> <p>Notwithstanding the foregoing, you may not withdraw any policy account value from the fund during the 12 month period following the date you make an initial allocation of policy account value to the fund.</p>	Yes

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
Tremont International Insurance Division*	Last business day of each calendar month	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us in good order at least 5 business days prior to the end of the month before the investment.	Within 20 days following the last business day of each calendar month; provided a transaction request is received by us in good order at least 60 days prior to such last business day.	Yes
Tremont Opportunity Division*	Last business day of each calendar month	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us in good order at least 5 business days prior to the end of the month before the investment.	Within 20 days following the last business day of each calendar month; provided a transaction request is received by us in good order at least 60 days prior to such last business day	Yes
* For purposes of determining the Accumulation Unit Value this fund is considered an Active Division. See Part 7.				

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
The Active Divisions for Separate Account III				
Cornerstone Real Estate Division	Each day the New York Stock Exchange is open	Each day the New York Stock Exchange is open	The last business day of each calendar month; provided a transaction request is received by Us in Good Order on or prior to the 20 th day of such month]	No

TABLE OF MAXIMUM SURRENDER CHARGES

These maximum annual surrender charges are for each \$1,000 of insurance issued.

<u>Policy Year Beginning</u>	<u>Maximum Annual Surrender Charge</u>
[Jan 01 2009	19.22
Jan 01 2010	18.59
Jan 01 2011	17.93
Jan 01 2012	17.24
Jan 01 2013	16.51
Jan 01 2014	15.75
Jan 01 2015	14.94
Jan 01 2016	14.10
Jan 01 2017	13.22
Jan 01 2018	12.30
Jan 01 2019	11.33
Jan 01 2020	10.31
Jan 01 2021	9.24
Jan 01 2022	8.11
Jan 01 2023	6.93
Jan 01 2024	5.68
Jan 01 2025	4.37
Jan 01 2026	2.99
Jan 01 2027	1.53
Jan 01 2028	0.00]

TABLE OF MAXIMUM MONTHLY MORTALITY CHARGES

These maximum monthly mortality charges are for each \$1,000 of insurance for non-substandard risks that require a charge.

<u>Policy Year Beginning</u>	<u>Maximum Monthly Mortality Charge</u>	<u>Policy Year Beginning</u>	<u>Maximum Monthly Mortality Charge</u>
Jan 01 2009	0.09089	Jan 01 2044	2.03500
Jan 01 2010	0.09589	Jan 01 2045	2.23720
Jan 01 2011	0.10007	Jan 01 2046	2.50360
Jan 01 2012	0.10758	Jan 01 2047	2.78562
Jan 01 2013	0.11425	Jan 01 2048	3.08342
Jan 01 2014	0.12176	Jan 01 2049	3.41024
Jan 01 2015	0.13178	Jan 01 2050	3.76820
Jan 01 2016	0.14430	Jan 01 2051	4.18587
Jan 01 2017	0.15850	Jan 01 2052	4.67661
Jan 01 2018	0.17520	Jan 01 2053	5.24717
Jan 01 2019	0.19441	Jan 01 2054	5.87410
Jan 01 2020	0.21279	Jan 01 2055	6.59415
Jan 01 2021	0.23285	Jan 01 2056	7.35120
Jan 01 2022	0.24455	Jan 01 2057	8.17591
Jan 01 2023	0.25793	Jan 01 2058	9.09944
Jan 01 2024	0.27717	Jan 01 2059	10.14422
Jan 01 2025	0.29975	Jan 01 2060	11.31891
Jan 01 2026	0.33071	Jan 01 2061	12.62238
Jan 01 2027	0.36419	Jan 01 2062	14.04388
Jan 01 2028	0.40691	Jan 01 2063	15.57220
Jan 01 2029	0.45970	Jan 01 2064	17.19964
Jan 01 2030	0.51338	Jan 01 2065	18.76184
Jan 01 2031	0.57128	Jan 01 2066	20.42406
Jan 01 2032	0.62083	Jan 01 2067	22.21645
Jan 01 2033	0.67798	Jan 01 2068	24.15514
Jan 01 2034	0.74695	Jan 01 2069	26.24420
Jan 01 2035	0.83114	Jan 01 2070	28.20561
Jan 01 2036	0.93398	Jan 01 2071	30.35199
Jan 01 2037	1.04963	Jan 01 2072	32.70866
Jan 01 2038	1.17137	Jan 01 2073	35.30337
Jan 01 2039	1.30009	Jan 01 2074	-0-]
Jan 01 2040	1.43072		
Jan 01 2041	1.56327		
Jan 01 2042	1.70627		
Jan 01 2043	1.85467		

TABLE OF MINIMUM FACE AMOUNT PERCENTAGES

Cash Value Accumulation Test

The minimum face amount on any date is a percentage of the Policy Account Value on that date. The percentages which apply are shown below.

<u>Policy Year</u> <u>Beginning</u>	<u>Minimum Face</u> <u>Amount Percentage</u>	<u>Policy Year</u> <u>Beginning</u>	<u>Minimum Face</u> <u>Amount Percentage</u>
[Jan 01 2009	490%	Jan 01 2044	164%
Jan 01 2010	473	Jan 01 2045	160
Jan 01 2011	456	Jan 01 2046	156
Jan 01 2012	441	Jan 01 2047	153
Jan 01 2013	426	Jan 01 2048	150
Jan 01 2014	411	Jan 01 2049	146
Jan 01 2015	397	Jan 01 2050	143
Jan 01 2016	384	Jan 01 2051	140
Jan 01 2017	371	Jan 01 2052	138
Jan 01 2018	358	Jan 01 2053	135
Jan 01 2019	346	Jan 01 2054	133
Jan 01 2020	335	Jan 01 2055	130
Jan 01 2021	324	Jan 01 2056	128
Jan 01 2022	313	Jan 01 2057	126
Jan 01 2023	303	Jan 01 2058	124
Jan 01 2024	293	Jan 01 2059	123
Jan 01 2025	284	Jan 01 2060	121
Jan 01 2026	275	Jan 01 2061	119
Jan 01 2027	266	Jan 01 2062	118
Jan 01 2028	257	Jan 01 2063	117
Jan 01 2029	249	Jan 01 2064	116
Jan 01 2030	242	Jan 01 2065	114
Jan 01 2031	234	Jan 01 2066	113
Jan 01 2032	227	Jan 01 2067	112
Jan 01 2033	221	Jan 01 2068	111
Jan 01 2034	214	Jan 01 2069	110
Jan 01 2035	208	Jan 01 2070	109
Jan 01 2036	202	Jan 01 2071	107
Jan 01 2037	197	Jan 01 2072	105
Jan 01 2038	191	Jan 01 2073	102
Jan 01 2039	186	Jan 01 2074	100]
Jan 01 2040	181		
Jan 01 2041	177		
Jan 01 2042	172		
Jan 01 2043	168		

TABLE OF MINIMUM FACE AMOUNT PERCENTAGES

Guideline Premium Test

The minimum face amount on any date is a percentage of the Policy Account Value on that date. The percentages which apply are shown below.

<u>Policy Year</u> <u>Beginning</u>	<u>Minimum Face</u> <u>Amount Percentage</u>	<u>Policy Year</u> <u>Beginning</u>	<u>Minimum Face</u> <u>Amount Percentage</u>
[Jan 01 2009	250%	Jan 01 2044	115%
Jan 01 2010	250	Jan 01 2045	113
Jan 01 2011	250	Jan 01 2046	111
Jan 01 2012	250	Jan 01 2047	109
Jan 01 2013	250	Jan 01 2048	107
Jan 01 2014	250	Jan 01 2049	105
Jan 01 2015	243	Jan 01 2050	105
Jan 01 2016	236	Jan 01 2051	105
Jan 01 2017	229	Jan 01 2052	105
Jan 01 2018	222	Jan 01 2053	105
Jan 01 2019	215	Jan 01 2054	105
Jan 01 2020	209	Jan 01 2055	105
Jan 01 2021	203	Jan 01 2056	105
Jan 01 2022	197	Jan 01 2057	105
Jan 01 2023	191	Jan 01 2058	105
Jan 01 2024	185	Jan 01 2059	105
Jan 01 2025	178	Jan 01 2060	105
Jan 01 2026	171	Jan 01 2061	105
Jan 01 2027	164	Jan 01 2062	105
Jan 01 2028	157	Jan 01 2063	105
Jan 01 2029	150	Jan 01 2064	105
Jan 01 2030	146	Jan 01 2065	104
Jan 01 2031	142	Jan 01 2066	103
Jan 01 2032	138	Jan 01 2067	102
Jan 01 2033	134	Jan 01 2068	101
Jan 01 2034	130	Jan 01 2069	100
Jan 01 2035	128	Jan 01 2070	100
Jan 01 2036	126	Jan 01 2071	100
Jan 01 2037	124	Jan 01 2072	100
Jan 01 2038	122	Jan 01 2073	100
Jan 01 2039	120	Jan 01 2074	100]
Jan 01 2040	119		
Jan 01 2041	118		
Jan 01 2042	117		
Jan 01 2043	116		

Part 1. Defined Terms and Important Concepts of this Policy

This Part explains certain defined terms and important concepts that are necessary to understand this policy.

Defined Terms

Active Divisions	An Active Division is a division of the Separate Account(s) for which We, or an investment sub-advisor designated by Us, provides investment management services to the division pursuant to a pre-determined investment strategy.
Asset Valuation Date	The Asset Valuation Date for each available division of the Separate Account(s) is shown on the Schedule Page. It is the date upon which We value the assets of each division of the Separate Account(s).
Beneficiary	<p>The Beneficiary is any person or entity named on Our records to receive insurance proceeds after the Insured dies. There may be different classes of Beneficiaries, such as primary and secondary. These classes determine the order of payment of insurance proceeds. There may be more than one Beneficiary in a class.</p> <p>Example: <i>Debbie is named as primary (first) Beneficiary. Anne and Scott are named as Beneficiaries in the secondary class. If Debbie is alive when the Insured dies, she receives the death benefit. But if Debbie is dead and Anne and Scott are alive when the Insured dies, Anne and Scott receive the death benefit.</i></p>
Case	A Case is a policy or a group of policies issued to a single individual or entity with a common employment or other non-insurance motivated relationship.
Good Order	Good Order means that We have received everything required by our administrative procedures currently in effect for the requested transaction. This may include proper completion of certain forms, valid instructions, authorizations, and other administrative requirements.
Home Office	Our Home Office is Massachusetts Mutual Life Insurance Company, 1295 State Street, Springfield, MA, 01111-0001.

In Force

In Force means the insurance provided by this policy has not terminated. This policy will be In Force either from its Issue Date or the date the Initial Premium is paid (as explained in Part 2), whichever is later.

This policy will continue In Force until the earlier of the death of the Insured or Our receipt of the request to surrender the policy, provided:

- The Policy Account Value less any Policy Debt is sufficient to cover the Monthly Charges due on each Monthly Calculation Date; and
- Policy Debt does not exceed the Policy Account Value.

The factors which can affect the Policy Account Value include:

- The interest earned on amounts We may allocate to the Holding Account;
- The amount and timing of Premium payments;
- Any withdrawals or transfers of values;
- Any changes in any riders, if any;
- Any changes in the Selected Face Amount;
- Any outstanding Policy Debt;
- Any changes in the Death Benefit Option;
- The Monthly Charges deducted from the Policy Account Value;
- The interest earned on any collateral on any loaned amounts;
- Transferred to [or allocated to] the Guaranteed Principal Account; and
- The net investment experience of the Separate Account(s).

Details of each of these factors are discussed elsewhere in this policy.

Insured

The **Insured** is the person whose life this policy insures. Either the Insured or someone else may be the Owner of this policy.

Example: *You buy a policy that insures Your life and name yourself as Owner. In this case, You are both the Insured and Owner. If You buy a policy that insures your son and name yourself as Owner, then the Insured is your son and you are the Owner.*

Insurer

We, Us, Our and the **Insurer** refer to Massachusetts Mutual Life Insurance Company, which is the insurance company issuing this policy. Our Home Office is located at 1295 State Street, Springfield, MA 01111-0001.

Investment Date

The **Investment Date** for each available division of the Separate Account(s) is shown on the Schedule Page. It is the date upon which the division will accept Premium allocations, transfers into the division, or loan repayments.

Issue Date	The Issue Date is shown on the Schedule Page. The Issue Date is the date from which this policy is In Force if the Initial Premium is received and accepted by Us. It is used to determine the start of the Suicide Exclusion and Contestability Periods. See this Part 1 for a discussion of the Suicide Exclusion and Contestability Periods.
Liquidity Date(s)	The Liquidity Date for each available division of the Separate Account(s) is shown on the Schedule Page. The Liquidity Date is the date upon which the proceeds of the investments held by the division are available to Us. If you elect a transfer, loan, withdrawal, or full or partial surrender, the portion of your Policy Account Value within each division of the Separate Account(s) will become available upon the Liquidity Date for that division. Such portion of the Policy Account Value will continue to increase or decrease in accordance with the investment experience of the division until the requested transaction is processed upon the next available Liquidity Date.
Minimum [Money Market] Amount	The Minimum [Money Market] Amount is determined by Us based upon the specific withdrawal limitations and advance notice requirements of the applicable illiquid divisions under Your policy and Our estimate of anticipated Monthly Charges. This amount will not exceed the sum of [thirty-six months] of Monthly Charges under Your policy.
Monthly Calculation Date	The Monthly Calculation Date is the date on which Monthly Charges are due. The first Monthly Calculation Date is also the Policy Date as shown on the Schedule Page. Subsequent Monthly Calculation Dates are the same date of each month thereafter. Monthly Charges will be determined using the most recent Asset Valuation Date for each division of the Separate Account(s).
Paid-up Policy Date	<p>The Paid-up Policy Date is the Policy Anniversary Date nearest the Insured's 100th birthday. This date is shown on the Schedule Page. On this date, the Selected Face Amount changes to equal the Policy Account Value multiplied by a factor. This factor is guaranteed to be not less than one (1.00). The Death Benefit Option will be Death Benefit Option #1 (explained in Part 5 of this policy). As of this date and thereafter:</p> <ul style="list-style-type: none"> • Monthly Charges will continue to be deducted from the Policy Account Value; • Mortality charges will equal \$0; and • Premium payments will no longer be accepted. <p>The payment of Planned Annual Premiums does not guarantee this policy will continue In Force to the Paid-up Policy Date.</p>
Passive Divisions	A Passive Division is a division of the Separate Account(s) maintaining an investment objective of investing in a single portfolio of an investment company, entity, partnership or other investment vehicle affiliated or unaffiliated with Us.

Policy Date, Policy Anniversary Date(s), and Policy Year(s)

The **Policy Date** is shown on the Schedule Page. It is the starting point for determining **Policy Anniversary Dates(s)** and **Policy Year(s)**. The first Policy Anniversary Date is one year after the Policy Date. The period from the Policy Date to the first Policy Anniversary Date, or from one Policy Anniversary Date to the next, is called a Policy Year.

Example: *The Policy Date is June 15, 20X2. The first Policy Anniversary Date is June 15, 20X3. The period from June 15, 20X3 through June 14, 20X4 is a Policy Year.*

Policy Level Performance Fee

At certain specified times and in amounts determined by any division with a Policy Level Performance Fee, a portion of the net investment income allocated to any such division will be reduced by the amount of any Policy Level Performance Fee owed to the investment manager of such division. The divisions that are subject to a Policy Level Performance Fee are indicated on the Schedule Page. Your Policy Account Value that is invested in a division that is subject to a Policy Level Performance Fee will be adjusted to reflect the deduction of the applicable Policy Level Performance Fee. Such Policy Level Performance Fee adjustments can vary by policy based upon the amount of and timing of the policy's associated cash flows in or out of a division that is subject to a Policy Level Performance Fee.

Register Date

The **Register Date** is the date on which We begin processing Your initial allocation request with respect to the Net Premium payments for this policy among the divisions of the Separate Account(s). Allocations will be processed in accordance with the Initial Net Premium allocation in effect on the Issue Date and will occur on the next available Investment Date(s) for the specified division(s). The Register Date is the first Investment Date after the later of:

- Expiration of the Right To Return period; or
- The day We receive a completed policy delivery receipt and other required forms in Good Order.

See the "Right To Return This Policy" paragraph on the front cover of this policy.

You, Your, Owner

You, Your and the Owner is the person who owns the policy, as shown on the schedule page.

Valuation Time

For each division of the Separate Account(s) maintaining an Asset Valuation Date identified as "each day the New York Stock Exchange is open for trading," the Valuation Time is the time the New York Stock Exchange (or its successor) closes on an Asset Valuation Date.

Important Concepts

Entirety of Contract

This is a contract between You, the Owner and Us, the Insurer. The entire contract consists of:

- The application which is attached to this policy;
- This policy; and
- Any riders, endorsements, or other papers as attached to, or to be attached at any time in the future to this contract.

We have issued this policy in return for the application and the payment of the Initial Premium. Any changes or waiver of its terms must be in writing and signed by Our Secretary or an Assistant Secretary to be effective.

Representations and Contestability

We rely on all statements made by or for the Insured in the application(s). Those statements are considered to be representations and not warranties. We reserve the right to bring legal action to contest the validity of this policy, or any increase in the Selected Face Amount applied for after the Issue Date for any material misrepresentation of a fact for a period of two years. To do so, however, the misrepresentation must have been made in the application, or in a supplemental application to increase the Selected Face Amount, and a copy of the application must have been attached to this policy when issued, or made a part of this policy when the increase in the Selected Face Amount became effective.

Except for any increase in the Selected Face Amount applied for after the Issue Date, We cannot contest the validity of this policy after it has been In Force during the lifetime of the Insured for a period of two years from its Issue Date. We cannot contest the validity of any increase in the Selected Face Amount applied for after the Issue Date once it has been in effect during the lifetime of the Insured for a period of two years. We cannot contest the validity of any reinstatement of this policy once it has been In Force during the lifetime of the Insured for a period of two years after the date of reinstatement.

The two-year contestability limitation does not apply in the case of fraud.

Suicide Exclusion

If the Insured commits suicide, while sane or insane, within two years after the Issue Date while this policy is In Force, this policy will terminate. In this case, We will pay a limited death benefit equal to the Cash Surrender Value.

If the Insured commits suicide, while sane or insane, within two years after the effective date of any increase in the Selected Face Amount, the increase will terminate. We will pay a limited death benefit equal to the Monthly Charges made for that increase. However, if a limited benefit as described in the preceding paragraph is payable, there will be no death benefit for the increase. Any limited death benefit will be paid in one sum to the Beneficiary.

Misstatement of Age or Gender

If the Insured's date of birth or gender as given in the application is not correct, an adjustment will be made. If the adjustment is made after the Insured dies, the death benefit will reflect the amount provided by the most recent mortality charge according to the correct age and gender.

If the adjustment is made before the Insured dies, then Monthly Charges will be adjusted based on the correct age and gender.

Part 2. Premium Payments

This part explains the payments due under this policy.

Premium(s)

Premium(s) are the payments that may be paid to Us to increase the Policy Account Value.

Initial Premium, Minimum Initial Premium

The **Initial Premium** is shown on the Schedule Page. The Initial Premium is due on the Issue Date. The **Minimum Initial Premium** equals [thirty-six times] the sum of the first Monthly Charges. This policy will not be In Force until an amount equal to or in excess of the Minimum Initial Premium has been paid.

Planned Annual Premium

The **Planned Annual Premium** is shown on the Schedule Page. This Premium is due on the Policy Anniversary Date. The payment of Planned Annual Premium does not guarantee this policy will continue In Force.

Premium Flexibility

After the Initial Premium is paid, there is no requirement that any amount of Premium be paid on any date. While this policy is In Force, and subject to the Right To Refund Premiums provision, any amount of Premium may be paid at any time while the Insured is living. However, each Premium paid must be at least \$1,000 or the amount needed to prevent termination, as discussed in the Grace Period and Termination provision in Part 3.

Premium Reminder Notices

We will send Premium reminder notices for the Planned Annual Premium. We will also send notice of any Premium needed to prevent termination of this policy. Premium reminder notices will be sent only while this policy is In Force. Refer to the Grace Period and Termination provision in Part 3.

Where to Pay Premiums

All Premiums are payable to Us at Our Home Office or at the place shown for payment on the Premium reminder notice.

Right to Refund Premiums

We have the right to promptly refund any amount of Premium paid if We believe application of that Premium to the Policy Account Value would cause the policy to exceed its Maximum Net Amount at Risk, or if the amount of Premium would cause the policy to exceed the maximum Premium allowed under the Guideline Premium Test as specified under the Internal Revenue Code of 1986, as amended ("IRC"), or if We believe acceptance of such Premium may violate any law, rule, or regulation.

Part 3. Accounts, Values, And Charges

This part explains the Separate Account(s), the Guaranteed Principal Account, the Holding Account, and the values associated with them

Policy Account Value

The **Policy Account Value** on any Monthly Calculation Date is the Variable Account Value plus the Value of the Guaranteed Principal Account and the Value of the Holding Account.

Net Policy Account Value

The **Net Policy Account Value** is the Policy Account Value less the sum of:

- any Policy Debt; and
- the surrender charge specified on this policy's Schedule Page (if any).

Net Premium, Premium Load

A **Net Premium** is a Premium We receive for this policy less the Premium Load charges applicable to the Premium at the time we accept it. The Premium Load may be the sum of any or all of the following:

1. The applicable state premium tax rate or state premium tax equivalent;
2. The applicable Federal Deferred Acquisition Cost Tax rate;
3. The applicable sales load (if any);
4. A Separate Account(s) administrative charge for the initial establishment and operation of the Separate Account(s) (if any); and
5. Other charges incurred as a result of retaining an unaffiliated money manager (if any).

Refer to the Schedule Page under Premium Information for this policy's current applicable Premium Load.

We have the right to assess the applicable state premium tax and Federal Deferred Acquisition Cost Tax if the applicable rate is in excess of the rate specified in the Schedule Page.

Allocation of Net Premiums

The allocation of each Net Premium We receive into one or more divisions of the Separate Account(s) will be subject to the Net Premium Allocation Limitations described below.

Each Net Premium We receive before the Register Date will be allocated to the [Money Market] division of the Separate Account(s), or if not available due to short term or other trading restrictions, to the Holding Account. We will process the allocation for each Net Premium We receive on and after the Register Date according to the Net Premium allocation in effect on the date of receipt subject to the Minimum [Money Market] Requirement.

The Net Premium allocation initially specified at the time of application will remain in effect until changed. Changes to the allocation must be made in writing and received at Our Home Office in Good Order. Any change in the allocation initially specified at the time of application will be subject to the Net Premium Allocation Limitations described below. The amount of each Net Premium We receive for this policy for allocation to each division of the Separate Account(s) will be applied to purchase Accumulation Units in that division. See the Purchase and Sale of Accumulation Units provision in this Part.

Net Premium Allocation Limitations

Allocations are effective upon the later of:

- 1) the first applicable Investment Date(s) following the date the allocation request is received in Good Order at our Home Office; or
- 2) the Register Date.

Each division of the Separate Account(s) may have a different Investment Date. Therefore, allocations are processed in accordance with the separate Investment Date(s) specified for each division. Net Premiums will be invested in the [Money Market] division, or if not available due to short term or other trading restrictions, in the Holding Account, until the Investment Date(s) for the specified divisions(s).

If You choose to allocate Net Premium to any division that is subject to the Minimum [Money Market] Requirement, We will subtract an amount necessary to meet the Requirement from Your total allocation and allocate the subtracted amount to the [Money Market] division. The remaining Net Premium will then be allocated as directed. If the total amount of Net Premium is less than the Minimum [Money Market] Requirement, then we will automatically allocate the entire Net Premium to the [Money Market] division. Additional information regarding The Minimum [Money Market] Requirement and the Minimum [Money Market] Amount are described in Part 3 of this policy.

[At any one time, the Policy Account Value and Net Premium may be allocated to a maximum of [one hundred] divisions of the Separate Account(s).

If You wish to invest in more than [one hundred] divisions, there must first be a transfer of 100% of the Policy Account Value from one or more of these divisions before allocating to a new division.]

Net Premiums may not be allocated to the Guaranteed Principal Account and may only be allocated to the Holding Account by Us if short term or other trading restrictions render the [Money Market] division unavailable.

Separate Account(s)

The **Separate Account(s)** shown on the Schedule Page is a separate investment account.

The Separate Account(s) may have several divisions available to the Owner. The divisions available to the Owner are shown on the Schedule Page. Policy Account Values held in the divisions of the Separate Account(s) are variable and are not guaranteed. Policy Account Value reflects the investment results of the Separate Account(s) shown on the Schedule Page.

We own the assets of the Separate Account(s). Those assets will only be used to support variable life insurance policies. A portion of the assets equal to the reserves and other liabilities of the Separate Account(s) will not be charged with liabilities that arise from any other business We may conduct. However, We may transfer assets that exceed the reserves and other liabilities of the Separate Account(s) to Our general account. Income and (unrealized and realized) gains and losses from each division of the Separate Account(s) are credited to or charged against that division without regard to any of Our other income, gains, or losses.

**Changes in the
Separate Account(s)**

We have the right to establish additional divisions of the Separate Account(s). Amounts allocated to any additional divisions established would be invested in those divisions. For any Separate Account(s), We have the right to substitute new divisions, add new divisions, merge existing divisions, or close any divisions to new investments.

We also reserve the right to:

- Create new segments of the Separate Account(s);
- Combine any two or more Separate Account(s);
- Substitute or merge two or more divisions or Separate Account(s);
- Register or de-register the Separate Account(s) under the Investment Company Act of 1940, as amended; and
- Change the name of the Separate Account(s).

If We close any division of the Separate Account(s), or the division of the Separate Account(s) no longer has the ability to invest in securities or other instruments in which it was accustomed to investing, We will automatically transfer Policy Account Value allocated to that division to the [Money Market] division, or if not available due to short term or other trading restrictions, to the Holding Account.

Subject to applicable law, We have the right to change the investment policy of any division of the Separate Account(s) subject to the approval of the insurance supervisory official of the state of domicile of Massachusetts Mutual Life Insurance Company.

If required, the process for obtaining approval of a material change from the applicable regulatory authority will be filed with the insurance supervisory official of the state where this policy is delivered. Further, if required, We will notify the Owner if the applicable regulatory authority approves any material change.

We have the right to operate the Separate Account(s) as a managed investment company or unit investment trust, registered or exempt from registration, under the Investment Company Act of 1940, or in any other form permitted by law.

Accumulation Units

Accumulation Units are used to measure the Variable Account Value of this policy. The value of an Accumulation Unit is determined on each Asset Valuation Date for amounts allocated to the Separate Account(s). The value of any unit may vary from Asset Valuation Date to Asset Valuation Date based upon the investment performance of the division of the Separate Account(s). For divisions of a separate account that have a Policy Level Performance Fee, we may choose to administer the division so that the value of the Accumulation Units will always be maintained as \$1.00 and units will be added or subtracted on each Asset Valuation Date to reflect investment performance of the division.

Purchase and Sale of Accumulation Units

Accumulation Units will be purchased on the next applicable Investment Date, or sold on the next available Liquidity Date, at the unit value as of the Valuation Time (if applicable) for each respective division of the Separate Account(s). If a division of a Separate Account(s) maintains a Valuation Time, We will purchase and sell Accumulation Units for that division as of its Valuation Time.

Example: *The amount applied is \$550. The date of purchase is June 15, 20X2. The Accumulation Unit value on that date is \$10. The number of units purchased would be 55 (\$550 divided by \$10 = 55). If, instead, the Accumulation Unit value were \$11, then the amount applied would purchase 50 units (\$550 divided by \$11 = 50).*

If We receive a request for a transaction that causes Us to both sell and purchase Accumulation Units as part of the same transaction (such as a transfer request), We will first sell the Accumulation Units and thereafter purchase Accumulation Units. Accumulation Units will be sold as of the next applicable Liquidity Date. Accumulation Units will be purchased as of the first applicable Investment Date following the date the previous Accumulation Units were sold.

Any Premium received or proceeds from the sale of Accumulation Units will be kept in the [Money Market] division, or if not available due to short term or other trading restrictions, in the Holding Account, until the next applicable Investment Date(s)

When only a portion of a division's value can be determined, We may, at our sole discretion, process the transaction only with respect to that portion. The remainder of the value will be processed on the first Business Day when such a value can be determined.

We may, at our sole discretion, use an estimated value to determine charges under the policy, or to deduct charges under the policy. When an actual value is determined, an appropriate adjustment may be made to reflect the change from the estimated value to the actual value at our sole discretion.

**Variable Account
Value**

Variable Account Value is based on the investment performance of the Separate Account(s) and is not guaranteed.

The Variable Account Value is the total of the values of this policy's Accumulation Units in each division of the Separate Account(s). The value of this policy's Accumulation Units in a division of the Separate Account(s) is equal to the Accumulation Unit Value in that division determined as of the most recent Asset Valuation Date, multiplied by the number of those units in that division. Methodology for determining Accumulation Unit Values is discussed in Part 7.

The Variable Account Value reflects:

- The Net Premiums allocated to the Separate Account(s);
- Any amounts transferred due to loans or withdrawals to the Separate Account(s) from the Guaranteed Principal Account;
- Any amounts transferred to the Guaranteed Principal Account from the Separate Account(s);
- Any amount withdrawn from the Separate Account(s);
- Any Monthly Charges deducted from the Separate Account(s); and
- The net investment experience of the Separate Account(s).

Net Premiums, transfers, loans, withdrawals, and Monthly Charges are all reflected in the Variable Account Value through the purchase or sale of Accumulation Units. The net investment experience is reflected in the value of the Accumulation Units. Net Premiums and Monthly Charges are discussed in this Part. Transfers, loans and withdrawals are discussed in Part 4.

**Guaranteed Principal
Account**

The **Guaranteed Principal Account** is part of Our general investment account. It has no connection with, and does not depend on, the investment performance of the Separate Account(s).

Value of Guaranteed Principal Account	The Value of Guaranteed Principal Account is the sum of all of the deposits or transfers to the Guaranteed Principal Account less any withdrawals plus all accrued interest less any fees and charges.
Guaranteed Principal Account Interest Crediting Rate	<p>The Guaranteed Principal Account Interest Crediting Rate applicable to this policy will not be less than the minimum annual interest rate for the Guaranteed Principal Account shown in the Basis Of Computation section on the Schedule Page. Interest is earned daily.</p> <p>For any Value of Guaranteed Principal Account attributable to any policy loan, the interest rate We use will be the daily equivalent of the greater of:</p> <ul style="list-style-type: none"> • The minimum annual rate; or • The annual loan interest rate in effect on the preceding Monthly Calculation Date less a percentage not to exceed [1.50%.]
Holding Account	<p>The Holding Account is part of Our general investment account. We may allocate Net Premiums or Account Value to the Holding Account when the Money Market Division is not available due to short term trading or other restrictions.</p> <p>The Holding Account has no connection with, and does not depend on, the investment performance of the Separate Account(s). We will credit Account Value held in the Holding Account with interest at the Holding Account Interest Rate.</p>
Value Of The Holding Account	The Value of the Holding Account is the sum of all of the deposits or transfers to the Holding Account less any withdrawals plus all accrued interest less any fees and charges.
Holding Account Interest Rate	The Holding Account Interest Rate is the interest rate credited on any Policy Account Value held in the Holding Account. The interest rate is an effective annual rate and is credited at the equivalent daily rate. We review this rate regularly and may reset this rate prospectively as frequently as four times per year. The Holding Account Interest Rate is guaranteed to not be less than 1% per annum.
Monthly Charges	Monthly Charges will be deducted from the Policy Account Value. The charges are due on each Monthly Calculation Date.

If Your policy maintains Policy Account Value in any division of the Separate Account(s) that is subject to the Minimum [Money Market] Requirement, then the charges will be taken from the [Money Market] division. If there are insufficient assets in the [Money Market] division, charges will be taken from the division of the Separate Account(s) maintaining the next available Liquidity Date. If that division contains less than the amount of the charges that are due, We will take the charges from the division of the Separate Account(s) maintaining the next available Liquidity Date. If the next available Liquidity Date is shared by more than one division of the Separate Account(s), then charges will be taken in proportion to the Policy Account Values in each of those divisions. We will continue to go to the next available division of the Separate Account(s) until all Monthly Charges have been deducted.

If Your policy does not maintain Policy Account Value in any division of the Separate Account(s) that is subject to the Minimum [Money Market] Requirement, then the charges will be taken from the Holding Account, if applicable, or from the divisions of the Separate Account(s) in proportion to the Policy Account Value in each of those divisions

For each Monthly Calculation Date, deductions will be due based upon values determined on the last or most recent Asset Valuation Date.

We assess Monthly Charges of six types:

1. **Administrative Charge** - The amount of this charge will be determined by Us. In no case, however, will it be greater than the maximum charge shown on the Schedule Page.
2. **Face Amount Charge** - The amount of this charge will be determined by Us. In no case, however, will it be greater than the maximum charge shown on the Schedule Page.
3. **Mortality Charge** - The maximum monthly mortality charge for each \$1,000 of insurance for non-standard risks is shown in the Table Of Maximum Monthly Mortality Charges. Maximum charges will be adjusted for any substandard risks as shown on the Schedule Page.

We may charge less than the maximum charges described above. The amount of insurance that requires a charge is determined as follows. This computation is made as of the Monthly Calculation Date.

- a. We compute the Policy Account Value as of the Monthly Calculation Date.

- b. We make an estimated calculation of benefit in effect. For purposes of making this calculation We:
 - Determine the Death Benefit Option in effect (as discussed in the death benefit provision in Part 5), and
 - Assume the Insured's death had occurred on the Monthly Calculation Date, and
 - Assume all Liquidity Dates coincide with the Monthly Calculation Date.
 - c. We divide the amount of benefit determined in (b) above by the sum of one plus the monthly equivalent (expressed as a decimal fraction) of the minimum annual interest rate for the Guaranteed Principal Account shown in the Basis Of Computation section on the Schedule Page.
 - d. We subtract the Policy Account Value computed in (a) above from the amount determined in (c) above. The result is the amount of insurance that requires a charge.
4. **Rider Charge (if applicable)** - The Monthly Charges for any rider(s) are shown in a table of charges for that rider.
 5. **Separate Account Administrative Charge** - This charge is for the establishment and operation of the Separate Account(s). The Separate Account(s) Administrative Charge is shown on the Schedule Page.
 6. **Asset Load Charge** - The Asset Load Charge is guaranteed not to exceed the amount specified on the Schedule Page. It is charged to the Policy Account Value on each Monthly Calculation Date.

**Minimum[Money
Market] Requirement**

Your policy may allow Net Premium allocations to or transfers to certain Separate Account division(s) that are subject to the Minimum [Money Market] Requirement. The Separate Account Information Section of the Schedule Page indicates those division(s) available under Your policy that are subject to this Requirement.

The Minimum [Money Market] Requirement requires Your policy to maintain the Minimum [Money Market] Amount in the [Money Market] division. The Minimum [Money Market] Amount is equal to the sum of [thirty six months] of Monthly Charges under your policy.

If You elect to allocate Net Premium or transfer Policy Account Value to a division that is subject to the Minimum [Money Market] Requirement, then We will automatically adjust the elected transaction in order to meet the Requirement. If You choose to allocate Net Premium to any division that is subject to the Requirement, We will subtract the amount necessary to meet the Requirement from Your total allocation and allocate the subtracted amount to the [Money Market] division. The remaining Net Premium will then be allocated as directed. If the total amount of Net Premium is less than the Minimum [Money Market] Amount, then we will automatically allocate the entire Net Premium to the [Money Market] division.

If Your policy maintains any Policy Account Value in any division that is subject to the Minimum [Money Market] Requirement, then any transfers of Policy Account Value are limited to amounts in excess of the Minimum [Money Market] Amount.

We will modify the transfer request by subtracting an amount necessary to meet the Requirement and then transferring this amount to the [Money Market] division.

The remaining amount will then be transferred as directed. If the total amount of the transfer request is less than the amount necessary to meet the Requirement, then We will not consider the transfer request to be in Good Order.

If Your policy maintains Policy Account Value in any division subject to the Minimum [Money Market] Requirement, then it must meet the Requirement on each Policy Anniversary.

In order to ensure that Your policy meets the Requirement on each Policy Anniversary, We will automatically make certain transfers among the divisions of the Separate Account.

If Your policy does not meet the Requirement on the Policy Anniversary We will transfer, on the first Liquidity Date succeeding the Policy Anniversary Date, an amount sufficient for the [Money Market] division to reach the Minimum [Money Market] Amount. The amount will be transferred from the division of the Separate Account(s) maintaining the first Liquidity Date immediately succeeding the Policy Anniversary Date. If such a Liquidity Date is shared by more than one division of the Separate Account(s), We will transfer an amount in proportion to the Policy Account Values maintained in those divisions.

If such division(s) do not contain enough to meet the Requirement, then the remaining amount will be transferred from the division(s) maintaining the next succeeding Liquidity Date.

Upon an increase in selected face amount, withdrawal, loan or change in death benefit option, the Minimum [Money Market] Amount will be recalculated. If Your policy maintains less than the recalculated Minimum [Money Market] Amount in the [Money Market] division, We reserve the right to transfer an amount of Policy Account Value sufficient to cover the new Minimum [Money Market] Amount into the [Money Market] division.

In addition to a recalculation prompted by an increase in face amount, withdrawal, loan or change in death benefit option and the recalculation at Policy Anniversary, to ensure that Your policy continues to meet the Minimum Money Market Requirement, We will monitor the policy's adherence to the Minimum Money Market Requirement and reserve the right to establish a recalculated Minimum [Money Market] Amount up to four (4) times per year and at such time transfer Policy Account Value into the [Money Market] division to meet the Minimum Money Market Requirement.

Grace Period and Termination

This policy may terminate without value if the Net Policy Account Value on any Monthly Calculation Date cannot cover the Monthly Charges due on that date. However, We allow a **Grace Period** for payment of the amount of Premium needed to avoid termination.

The Grace Period begins on the date the Monthly Charges are due. It ends 61 days after the date the Grace Period began, or if later, 31 days after We mail a written notice to the Owner and to any assignee shown in Our records at their last known addresses.

This notice will state the amount of Premium needed to avoid termination.

During the Grace Period, this policy will remain In Force. If the Insured dies during the Grace Period, any unpaid Monthly Charge needed to avoid termination will be deducted from the death benefit (see the Amount of Death Benefit provision in Part 5).

This policy will terminate without value if We do not receive payment of the required amount by the end of the Grace Period.

While there is a loan outstanding on this policy, Our right to terminate this policy under the terms of the Maximum Policy Debt provision (see Part 4) applies in addition to Our right under this provision.

Part 4. Life Benefits

As long as this policy remains In Force, it provides rights and benefits while the Insured is living, called **Life Benefits** as well as after the Insured dies, called the Death Benefit. Life Benefits are explained in this Part and the Death Benefit is explained in Part 5.

Rights of Owner

While the Insured is living, the Owner may exercise all rights provided by this policy or allowed by Us. These rights, subject to Our consent as applicable, include: assigning this policy; changing beneficiaries; changing ownership; taking advantage of all policy benefits; and exercising all policy options. These rights are explained further in this Part.

Assigning This Policy

Assignment means that You have elected to have another party own a portion or all of this policy. This policy may be Assigned only with Our consent.

Our consent is solely within Our discretion. In no event will We consent to an assignment if such assignment would tend to call into question the availability of Section 4(2) and/or Regulation D under the Securities Act of 1933 to the offering or Sections 3(c)(1) and 3(c)(7) under the Investment Company Act of 1940 to the Separate Account(s).

For any Assignment to be binding on Us, We must receive a signed copy of an assignment request at Our Home Office in a form satisfactory to Us. We are not responsible for the validity of any Assignment.

Once We receive a signed satisfactory copy of an assignment request, the rights of the Owner and the interest of any Beneficiary or any other person will be subject to the Assignment. An Assignment is subject to any Policy Debt. See the Borrowing On This Policy provision in this Part for a discussion of Policy Debt.

Changing the Owner or Beneficiary

The Owner or Beneficiary may be changed during the Insured's lifetime only with Our consent. We do not limit the number of changes that may be made.

To make a change in Owner or Beneficiary, a written request satisfactory to Us must be received at Our Home Office.

If accepted, the change will take effect as of the date the request is signed, even if the Insured dies before We receive it. Each change will be subject to any payment We made or other action We took before receiving the request.

We may permit the transfer of ownership, but this decision is solely within Our discretion. In no event will We approve the transfer of ownership if such transfer would tend to call into question the availability of Section 4(2) and/or Regulation D under the Securities Act of 1933 to the offering or Sections 3(c)(1) and 3(c)(7) under the Investment Company Act of 1940 to the Separate Account(s).

**Involuntary
Withdrawal from
Policy Account Value**

Your policy contains a Maximum Net Amount At Risk as shown on the policy Schedule Page. We have the right to make withdrawals from Policy Account Value and distribute the withdrawals to You without prior notice to You and without Your consent if We believe such withdrawals to be necessary in order to prevent Your policy from exceeding its Maximum Net Amount At Risk. We will withdraw Policy Account Value from the division(s) of the Separate Account(s) maintaining the next available Liquidity Date, subject to the Minimum [Money Market] Requirement.

Transfers of Values

Transfers of values may be made under this policy. Such transfers are subject to the Transfer Limitations and Transaction Limitations described in this Part. These transfers are a transfer of values between divisions of the Separate Account(s). These transfers will be made by selling all or part of the Accumulation Units in a division and applying the value of the units sold to purchase units in any other division.

If We receive a request for a transfer, We will first sell and then purchase Accumulation Units to accomplish the transfer. Transfers are processed by liquidating the Policy Account Value from the requested division of the Separate Account(s) as of the next available Liquidity Date. Thereafter, an allocation is made to the allocated division of the Separate Account(s) as of the next available Investment Date.

If the applicable Investment Date does not immediately succeed the applicable Liquidity Date, the liquidated funds will be transferred into the [Money Market] division, or if not available due to short term or other trading restrictions, into the Holding Account, until the next available Investment Date of the specified division.

Transfer Limitations

Transfers among the divisions of the Separate Account(s) are limited to [twelve] per year. This limitation does not apply to transfers resulting from a policy loan.

No Policy Account Values may be transferred into the Guaranteed Principal Account except to effect a policy loan and We may only transfer Policy Account Values into the Holding Account if short term trading or other restrictions render the [Money Market] division unavailable.

[At any one time, the Policy Account Value may be allocated to no more than [one hundred] divisions of the Separate Account(s). To transfer Policy Account Value to a [one hundred and first] division of the Separate Account(s), a transfer of 100% of the Policy Account Value from one or more of the [one hundred] division(s) to which allocations are currently made will be required.]

Transfer requests will be processed by liquidating the Policy Account Value from the requested division(s) of the Separate Account(s) as of that division's first available Liquidity Date.

The liquidated funds from the requested division(s) will be transferred into the [Money Market] division, or if not available due to short term or other trading restrictions, into the Holding Account, until the first available Investment Date(s) of the newly allocated division(s). Thereafter, the allocation(s) will be made to the newly allocated division(s) of the Separate Account(s) as of the applicable Investment Date(s).

Transfer requests may be modified to meet the Minimum [Money Market] Requirement. Additional information regarding the Minimum [Money Market] Requirement and the Minimum [Money Market] Amount is described in Part 3 of this policy.

We reserve the right to retain the Policy Account Value among the various divisions to comply with Internal Revenue Code Section 817(h) or as subsequently amended and all rules, regulations, and interpretations promulgated thereunder, as amended.

**Transaction
Limitations**

All transfers, withdrawals, surrenders, or loans from the Separate Account(s) are processed by liquidating the Policy Account Value from the specified division of the Separate Account(s) as of the first available Liquidity Date succeeding the date We receive the transaction request from the Owner in Good Order. Thereafter, if an allocation is made to another division of the Separate Account(s) (as with a transfer), the allocation will be made as of the allocated division's first available Investment Date(s).

Policy Is Non-Participating

**Policy is Non
Participating**

This policy is non participating, which means it will not share in any dividends We pay or any surplus We may accrue by this or any other policies.

Surrendering This Policy and Making Withdrawals

Right to Surrender

This policy may be surrendered for its Cash Surrender Value. After this policy is surrendered, it will no longer be In Force. Surrender will be effective upon Our receipt of Your election to surrender the Policy in Good Order.

On the effective date of the surrender, We will process the surrender by liquidating the portions of the Policy Account Value allocated to each division of the Separate Account(s) as of each division's next available Liquidity Date.

Cash Surrender Value

The **Cash Surrender Value** is equal to the Net Policy Account Value as of the date of Our receipt of Your request to surrender in Good Order, plus or minus any net investment experience from the date We receive such request to the next Liquidity Date for each division of the Separate Account(s).

**Requesting
Withdrawals**

While the Insured is living, withdrawals may be requested starting six months after the Issue Date. The request for a withdrawal is subject to the Transaction Limitations described in this Part. For any withdrawal from the Separate Account(s), the request must also state the division (or divisions) from which the withdrawal will be made.

All withdrawals are subject to the Minimum [Money Market] Requirement and the Transaction Limitations. We will withdraw the amount from the division with the first available Liquidity Date succeeding the date We receive the withdrawal request in Good Order. If the next available Liquidity Date closest to the date We receive the withdrawal request is shared by more than one division, We will process the withdrawal in proportion to the Policy Account Value in each of those divisions of the Separate Account(s).

Withdrawals from a division (or divisions) of the Separate Account(s) will be made by selling a sufficient number of Accumulation Units to provide the amount of the withdrawal. The minimum amount of a withdrawal from the policy is \$25,000; and can never exceed the Maximum Withdrawal Available as described in this Part.

The Selected Face Amount will be reduced upon withdrawal if Death Benefit Option one is in effect for this policy on the withdrawal date.

Example: *Just before the withdrawal, this policy has a Selected Face Amount of \$1,000,000 and a Policy Account Value of \$500,000. If You make a withdrawal of \$50,000, the Policy Account Value would be reduced to \$ 450,000. For Death Benefit Option 1 the Selected Face Amount will be reduced to \$ 950,000.*

How We Pay

Withdrawals and surrenders may be processed over a period of time and paid in more than one sum because of the different Liquidity Dates maintained by each division of the Separate Account(s). Withdrawals and surrenders are subject to the Transaction Limitations described in this Part. If the entire policy is surrendered, the Cash Surrender Value may be paid in cash, or it may be applied under any payment option elected. See Part 6 for a description of the Payment Options. The total withdrawal amount may be adjusted to meet the Maximum Withdrawal Available provision below.

We may delay processing any surrender or withdrawal request from the Separate Account(s) [for up to 90 days]. We may extend this delay during any period that:

- Our Home Office is closed, the asset managers are not able to provide us with fund values, or the asset managers are not able to execute our purchase and sales instructions;
- The New York Stock Exchange (or its successor) is closed, except for normal weekend or holiday closings, or trading is restricted; or
- The Securities and Exchange Commission (or its successor) determines that a state of emergency exists.

Maximum Withdrawal Available

There is a maximum amount that can be withdrawn. It is the Net Policy Account Value on the date(s) the withdrawal is processed and reduced by:

- Interest due on any outstanding Policy Debt as of the next Policy Anniversary Date; and
- An amount equal to the most recent Monthly Charge, multiplied by [thirty six.]

Borrowing On This Policy

Right to Borrow on This Policy

Loans can be made on this policy starting six months after the policy Issue Date, subject to the Transaction Limitations described in Part 4 of this policy. The minimum amount of a loan is [\$100,000]. However, this policy must be properly assigned to Us before the loan is made. No other collateral is needed.

Policy Debt

Policy Debt refers to all outstanding loans plus accrued interest on this policy.

Effect of Policy Loan

A loan is attributed to the divisions of the Separate Account(s) as specified by the Owner. The amount of the loan attributed to each division of the Separate Account(s) will be transferred to the Guaranteed Principal Account. A loan attributed to a division that is subject to the Minimum [Money Market] Requirement is limited to amounts in excess of the Minimum [Money Market] Amount. Any such transfer is made by selling Accumulation Units in the division and applying the value of those units to the Guaranteed Principal Account on the date(s) the loan is processed. Any interest added to the loan will be treated as a new loan under this provision.

Since the divisions of the Separate Account(s) maintain different Liquidity Dates, a loan request that is attributable to different divisions of the Separate Account(s) will be processed as of each division's next available Liquidity Date. We will continue to process the loan request (subject to the Minimum [Money Market] Requirement) until the total requested loan amount has been disbursed. The total loan amount may be adjusted to meet the Maximum Loan Available provision below.

The amount equal to any outstanding policy loans will be held in the Guaranteed Principal Account, and will earn interest as described in the Guaranteed Principal Account Interest Crediting Rate provision.

Maximum Loan Available

There is a maximum amount that can be borrowed. It is 90% of the Net Policy Account Value on the date(s) the loan is processed and reduced by:

- Interest due on the loan being made and interest due on any outstanding Policy Debt as of the next Policy Anniversary Date; and
- An amount equal to the most recent Monthly Charge, multiplied by [thirty six.]

Interest

Interest on loans accrues (builds up) each day and becomes part of the Policy Debt as it accrues. Policy loan interest is not due in advance. Interest is due on each Policy Anniversary Date. If interest is not paid when due, it will be added to the outstanding loan.

Example: *You have a loan of \$100,000. The interest due on the Policy Anniversary Date is \$6,000. If it is not paid on that date, We will add it to the existing Policy Debt. The Policy Debt will then be \$106,000 and interest will be charged on this amount from then on.*

The type of interest rate on any policy loan is elected by the Owner when the first policy loan is requested and cannot be changed. Two types of interest rates available are:

1. A fixed interest rate of 4.50% per year; and

An adjustable interest rate. The adjustable interest rate is expressed as an annual rate set by Us. This rate may change from year to year. Each year We will set the rate that will apply for the next Policy Year. The rate will apply to all Policy Debt under this policy.

Each year there is a maximum limit on the adjustable interest rate We can set. That limit is based on a Published Monthly Average Yield. That Average will be:

- The Monthly Average Corporate Yield shown in Moody's Corporate Bond Yield Averages, as published by Moody's Investors Service, Inc., or any successor to that Service; or
- If that Monthly Average Corporate Yield is no longer published, a substantially similar average, established by regulation issued by the insurance supervisory official of the state where this policy was delivered.

The maximum limit is the Published Monthly Average Yield for the calendar month ending two months before the Policy Year begins, or the minimum annual interest rate for the Guaranteed Principal Account shown in the Basis Of Computation on the Schedule Page plus 1.50%, whichever is higher.

Example: *A Policy Year begins on June 15, 20X2. The calendar month ending two months before that date is March. The loan interest rate for the Policy Year beginning June 15, 20X2 will not be greater than the Published Monthly Average for March, 20X2. However, if the Basis Of Computation's annual interest rate (plus 1.50%) is higher than the Average, then that rate (plus 1.50%) will be the maximum loan interest rate for that Policy Year.*

If the maximum limit on the adjustable loan rate for a Policy Year is at least 1/2% higher than the rate in effect for the previous year, We may increase the rate to not more than the maximum limit.

If the maximum limit on the adjustable loan rate for a Policy Year is at least 1/2% lower than the rate in effect for the previous year, We must decrease the rate to not more than the maximum limit.

We will notify the Owner of the initial rate on a loan at the time the loan is made.

If an adjustable loan interest rate has been elected and a loan is outstanding, We will send the Owner reasonable notice of any change in the interest rate.

Any notice We send will state that the loan interest rate is adjustable and will set forth the frequency at which changes in the rate may be made. The **Maximum Policy Debt** (which includes accrued interest) may not exceed the Policy Account Value less any applicable surrender charge. If this limit is reached, We can terminate this policy. To terminate for this reason We must mail written notice to the Owner and any assignee shown on Our records at their last known addresses. This notice will state the amount needed to bring this Policy Debt back within the limit. If We do not receive payment within 31 days after the date We mailed the notice, this policy will terminate without value at the end of those 31 days.

Maximum Policy Debt

Repayment of a Policy Debt

All or part of any Policy Debt may be repaid at any time while this policy is In Force.

Any repayment of Policy Debt will result in the transfer of the Value of Guaranteed Principal Account out of the Guaranteed Principal Account and the application of those values based on the premium allocation in effect on the date of repayment. Transfers are subject to the Minimum [Money Market] Requirement described in Part 3 and Transfer Limitations described in this Part.

Other Borrowing Rules

We may delay the granting of any loan attributable to the Separate Account(s) [until the next available Liquidity Date(s) of the division(s) specified by the Owner for the loan]. We may extend this delay during any period that:

- Our Home Office is closed, the investment managers are not able to provide us with fund values, or the investment managers are not able to execute our purchase and sales instructions;
- The New York Stock Exchange (or its successor) is closed, except for normal weekend or holiday closings, or trading is restricted; or
- The Securities and Exchange Commission (or its successor) determines that a state of emergency exists.

Reinstating This Policy

Reinstatement

Reinstatement means that this policy has been put back In Force after it has been terminated. However, this policy cannot be Reinstated if it has been fully surrendered for its Cash Surrender Value. Reinstatement must be made within five years after the date of termination and during the Insured's lifetime.

Requirements to Reinstatement

Evidence of insurability satisfactory to Us is required to Reinstatement. A Net Premium is also required as a cost to reinstate. That Net Premium must be no less than the amount necessary to produce a Variable Account Value equal to eighteen times the Monthly Charges due on the Monthly Calculation Date that is on, or next follows, the date of Reinstatement.

Change In The Selected Face Amount

Increases in the Selected Face Amount

While this policy is In Force, the Selected Face Amount may be increased upon written application. Evidence of insurability, satisfactory to Us, may be required for each increase. Any increase must be for at least the amount shown on the Schedule Page.

Any increase in the Selected Face Amount will be effective on the Monthly Calculation Date which is on, or next follows, the later of:

- The date 15 days after a written request for such change has been received and approved by Us; or
- The requested effective date of the change.

Mortality charges for each increase are determined and deducted from the Policy Account Value in accordance with the Monthly Charges provision. These charges are due from the Policy Account Value beginning on the effective date of the increase. Increases will also cause Us to recalculate the Minimum [Money Market] Amount applicable to Your policy described in Part 3.

Limitations on Increases

No increase in the Selected Face Amount can become effective:

- After the Policy Anniversary Date nearest the Insured's 85th birthday; or
- If the increase will cause the Net Amount at Risk to exceed the Maximum Net Amount At Risk as shown on the Schedule Page.

Evidence of Increases

If the Selected Face Amount is increased We will send a copy of the application for the increase and an amended Schedule Page reflecting that increase to the Owner. We will also send any updates to the Table pages that may be required. However, We have the right to require that this policy be sent to Us so that these changes can be made before We effect the increase.

**Decreases in the
Selected Face Amount**

While this policy is In Force, the Selected Face Amount may be decreased upon written application satisfactory to Us. The resulting Selected Face Amount must be at least \$50,000.

Any decrease in the Selected Face Amount will be effective on the Monthly Calculation Date which is on, or next follows, the later of:

- The date 15 days after written request for such change has been received and approved by Us; or
- The requested effective date of the change.

A decrease in the Selected Face Amount is allowed only once per Policy Year.

Reports To Owner**Annual Report to the
Owner**

Each year, within 30 days after the Policy Anniversary Date, We will mail an Annual Report to the Owner. There will be no charge for this report. This report will show the Policy Account Value at the beginning of the previous Policy Year and all Premiums paid during that year. It will also show the additions to, and deductions from, the Policy Account Value during that year, and the Policy Account Value, death benefit, Net Policy Account Value, and Policy Debt as of the last Policy Anniversary Date.

This report will also include any additional information required by applicable law or regulation.

**Illustrative Report to
the Owner**

We will, upon request after the first Policy Year, send an illustrative report of values to the Owner. We will not charge a fee for providing an illustrative report on an annual basis. If the Owner requests illustrative reports more frequently, We may charge a reasonable fee, not to exceed \$25, for those additional reports.

Part 5. The Death Benefit

This Part explains the death benefit available under this policy. The death benefit is the amount of money We will pay when We receive due proof at Our Home Office that the Insured died while this policy was In Force. We discuss the death benefit in this Part.

**Policy Liquidation
Value**

The Policy Liquidation Value is determined by adding together Policy Account Values as of certain time frames. The time frames We use may be different for each division of the Separate Account(s) as compared to the Guaranteed Principal Account and the Holding Account. We determine the Value of the Guaranteed Principal Account and the Holding Account on the date of the Insured's death.

We determine the value of each division of the Separate Account(s) as of each division's next available Liquidity Date on or succeeding the date of the Insured's death. We then add all these values together, which We call the Policy Liquidation Value.

Death Benefit Options

Two Death Benefit Options are available under this policy. The Death Benefit Option and the Selected Face Amount in effect for this policy are shown on the Schedule Page. We reserve the right to reduce the Selected Face Amount to meet the Maximum Net Amount At Risk limit also specified on the Schedule Page.

We have the right to change your Death Benefit Option from Option #1 to Option #2 in order to maintain Your policy's Maximum Net Amount At Risk. We will make this change if decreases in Policy Account Value cause Your policy to exceed its Maximum Net Amount At Risk. If We make this change, We will adjust Your Selected Face Amount so that it equals the Policy's Maximum Net Amount At Risk. The Minimum Face Amount and Changes in Death Benefit Options are discussed in the next section.

Death Benefit Option #1 - Under this option, the amount of benefit is the greater of:

- The Selected Face Amount in effect on the date of death; or
- The Minimum Face Amount.

Death Benefit Option #2 - Under this option, the amount of benefit is the greater of:

- The Selected Face Amount in effect on the date of death plus the Policy Liquidation Value; or
- The Minimum Face Amount.

Minimum Face Amount

This policy has a **Minimum Face Amount**. The Minimum Face Amount is payable upon the death of the Insured.

The Minimum Face Amount is a percentage of the Policy Liquidation Value. The percentage for each Policy Year is shown in the Table Of Minimum Face Amount Percentages. The applicable percentage will be for the Policy Year in which the Insured's death occurs. We apply the applicable percentage against the Policy Liquidation Value. In no event will the Net Amount at Risk exceed this Policy's Maximum Net Amount At Risk as shown on the Schedule Page.

Example: *The date of death is May 15, 20X2. The Minimum Face Amount is determined on June 15, 20X2. This is the last applicable Liquidity Date for the divisions of the Separate Account(s) in which the Policy is invested. The Policy Liquidation Value on June 15, 20X2 is \$500,000.*

The last Policy Anniversary Date was May 2, 20X2. The applicable Minimum Face Amount Percentage for the Policy Year beginning May 2, 20X2 is 260%. Therefore, the Minimum Face Amount is 260% of \$500,000, or \$1,300,000

Net Amount at Risk

The Net Amount at Risk is the amount of “pure” insurance protection provided by Us.

For Death Benefit Option #1 it is the greater of:

- (a) the Selected Face Amount minus the Policy Liquidation Value, or
- (b) the Minimum Face Amount minus the Policy Liquidation Value

For Death Benefit Option #2, it is the greater of:

- (a) the Selected Face Amount, or
- (b) the Minimum Face Amount minus the Policy Liquidation Value.

Your policy contains a Maximum Net Amount At Risk. The Maximum Net Amount At Risk is shown on the policy Schedule Page. We calculate the net amount at risk for purposes of determining whether the policy has reached its Maximum Net Amount At Risk as follows:

For Death Benefit Option #1 We calculate the greater of:

- (a) the Selected Face Amount minus the Policy Account Value or
- (b) the Minimum Face Amount minus the Policy Account Value.

For Death Benefit Option #2, We calculate the greater of:

- (a) the Selected Face Amount or
- (b) the Minimum Face Amount minus the Policy Account Value.

Changes in the Death Benefit Option

While this policy is in force, you may change the Death Benefit Option from Option #2 to Option #1. We will require a written request in Good Order before We make the change.

This change in the Death Benefit Option will take effect on the Policy Anniversary Date on or next following the later of:

- The date 15 days after a written request for such change has been received and approved by Us; or
- The requested effective date of the change.

If the Death Benefit Option or the Selected Face Amount is changed, We will send the Owner new Schedule Pages to attach to this policy.

Payment and Adjustments to Death Benefit Amounts

We will pay the Death Benefit Option in effect on the Insured’s death. However, We will only do so if the Insured dies while this policy is In force. We will make payment as of the following time periods and with the following adjustments.

We adjust the benefit for any policy transactions You initiated that occur beyond the date of death.

If We receive the death claim in Good Order after the date We can determine the Policy Liquidation Value, We will pay the death benefit in a single sum. We may instead apply the sum toward a settlement option if We receive such a request from You in Good Order. We will pay this death benefit within seven days after the date We receive the death claim in Good Order (and all other requirements necessary for Us to make payment). The death benefit amount that We will pay shall be adjusted by:

- Subtracting any Policy Debt; and
- Adding any Monthly Charge in excess of the Separate Account Administrative Charge (if any) that applies to a period beyond the date of death; and
- Subtracting any unpaid Monthly Charges to the date of death.

If We receive the death claim in Good Order prior to the date We can determine the Policy Liquidation Value, We will pay the death benefit over a series of payments. However, We must first receive all other requirements necessary for Us to make payment.

Once We receive the death claim in Good Order, We will make the following Initial Payment Computation. We make the computation as of the date of the Insured's death:

We will compute any Policy Account Value derived from the Guaranteed Principal Account and the Holding Account. We will adjust this amount by:

- Subtracting any Policy Debt; and
- Adding any Monthly Charge in excess of the Separate Account Administrative Charge (if any) that applies to a period beyond the date of death; and
- Subtracting any unpaid Monthly Charges to the date of death.

We will pay the Initial Payment Computation portion of the death benefit (to the extent it results in a positive amount) within seven days after the date We receive the death claim in Good Order (and all other requirements necessary for Us to make payment).

If the Initial Payment Computation results in a negative amount, We will apply the negative amount towards any Subsequent Payment Computation portion of the death benefit.

We will make Subsequent Payment Computations as of each Separate Account(s) division's next available Liquidity Date on or succeeding the date of death. However, this excludes the last applicable Liquidity Date. The Subsequent Payment Computations are as follows:

- We will compute the portion of Variable Account Value determined on the next available Liquidity Date, and
- We will apply negative amounts (if any) remaining from the Initial Payment Computation and any prior Subsequent Payment Computation(s).

We will pay each Subsequent Payment Computation portion of the death benefit (to the extent it results in a positive amount) within seven days of the later of:

- The Liquidity Date related to the Subsequent Payment Computation, or
- The date We receive the death claim in Good Order (and all other requirements necessary for Us to make payment).

On the last applicable Liquidity Date, We will make a Final Payment Computation as follows:

- We will compute the portion of Variable Account Value determined as of the last applicable Liquidity Date, and
- We will add the Net Amount at Risk portion of the death benefit, and
- We will apply negative amounts (if any) remaining from the Initial Payment Computation and any Subsequent Payment Computation(s).

We will then pay the resulting Final Payment Computation portion of the death benefit within seven days after the date We receive the death claim in Good Order (and all other requirements necessary for Us to make payment).

We may delay processing the portion of the death benefit derived from Variable Account Value [for up to 90 days]. We may extend this delay during any period that:

- Our Home Office is closed, the investment managers are not able to provide us with fund values, or the investment managers are not able to execute our purchase and sales instructions;
- The New York Stock Exchange (or its successor) is closed, except for normal weekend or holiday closings, or trading is restricted; or
- The Securities and Exchange Commission (or its successor) determines that a state of emergency exists.

Interest on Death Benefit

We will add interest on the death benefit beginning upon the latest of the following dates:

- the date We receive due proof of death in Good Order (and all other requirements necessary for Us to make payment),
- the date We can determine the Policy Liquidation Value.

The interest bearing period shall end upon latest of the following dates:

- the date we make the payment of the death benefit (if payable by Us in a single sum),
- the date We pay the Final Payment Computation portion of the death benefit, and
- the date We apply any portion of the death benefit under a payment option.

If the death benefit is not paid within 30 days after the date We receive written due proof of the death in Good Order then, the interest provided in this provision will be at the rate of 8% per year or the rate that would be paid under Option 3, whichever is greater. See Part 6 for a description of Option 3.

Part 6. Payment Options

Availability of Options

This section explains the different options available to You for death benefits or payment of Cash Surrender Value.

These are Optional Methods of Settlement. They provide alternate ways in which payment can be made.

Upon death or full surrender, all or part of the death benefit or Cash Surrender Value may be applied under any payment option. If this policy is assigned, any amount due to the assignee will be paid in one sum. The balance, if any, may be applied under any payment option.

Minimum Amounts

If the amount to be applied under any option for any one person is less than \$10,000, we may pay the amount in one sum instead. If the payments under any option come to less than \$100 each, we have the right to make payments at less-frequent intervals.

Description of Options

Our regular payment options are Options 1 through 6. They are described in terms of monthly payments. Annual, semiannual, or quarterly payments may be requested instead.

The Payment Option Rates tables are shown at the end of this section.

- Option 1** **Installments For A Specified Period.** Equal monthly payments will be made for any period selected, up to 30 years. The amount of each payment depends on the total amount applied, the period selected, and the monthly income rates we are using when the first payment is due. See the Option 1. Installments For A Specified Period table for the minimum monthly income rates.
- Option 2** **Life Income.** Equal monthly payments will be based on the life of a named person. Payments will continue for the lifetime of that person. Income with or without a minimum payment period may be elected. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named person's age, satisfactory to us, will be required. See the Option 2. Life Income tables for the minimum monthly income rates.
- Option 3** **Interest.** We will hold any amount applied under this option. Interest on the amount will be paid at an effective annual rate determined by us. This rate will not be less than 1%.
- Option 4** **Installments of Specified Amount.** Each payment will be made for an agreed fixed amount. The total amount paid during the first year must be at least 6% of the total amount applied. Interest will be credited each month on the unpaid balance and added to it. This interest will be at an effective annual rate determined by us, but not less than 1%. Payments continue until the balance we hold is reduced to an amount less than the agreed fixed amount. The last payment will be for the balance only.
- Option 5** **Life Income with Payments Guaranteed for Amount Applied.** Equal monthly payments will be based on the life of a named person. Payments will be made until the total amount paid equals the amount applied, and as long thereafter as the named person lives. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named person's age, satisfactory to us, will be required. See the Option 5. Life Income With Payments Guaranteed For Amount Applied tables for the minimum monthly income rates.
- Option 6** **Joint Life Income with Reduced Payments to Survivor.** Monthly payments will be based on the lives of two named persons. Payments at the initial level will continue while both are living or for 10 years if longer. When one dies (but not before the 10 years has elapsed), payments are reduced by one-third and will continue at that level for the lifetime of the other. After the 10 years has elapsed, payments stop when both named persons have died. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named persons' ages, satisfactory to us, will be required. See the Option 6. Joint Life Income With Reduced Payments To Survivor tables for the minimum monthly income rates.

Electing a Payment Option

To elect any option, We require that a written request, satisfactory to Us, be received at Our Home Office. The Owner may elect an option during the Insured's lifetime. If the death benefit is payable in a single or series of sums when the Insured dies, the Beneficiary may elect an option with Our consent. Options for any amount payable to an association, corporation, partnership or fiduciary are available with Our consent. However, a corporation or partnership may apply any amount payable to it under Option 2, 5, or 6 if the option payments are based on the life or lives of the Insured, the Insured's spouse, any child of the Insured, or any other person agreed to by Us.

Settlement Option Effective Date and Settlement Option Payment Date(s)

The **Settlement Option Effective Date** is the date an amount is applied under the particular settlement option chosen. When used for settling a death benefit, this is the date We receive due proof of the Insured's death and any other requirements necessary for us to make payment at Our Home Office. When used for settling the Cash Surrender Value, it is the effective date of surrender.

The first payment under the settlement option is due on the Option Effective date, except the first payment under Option 3 is due one month later. A later date for the first payment may be requested in the payment option election. All payment dates will fall on the same day of the month as the first one. No payment will become due until a payment date. No partial payment will be made for any period shorter than the time between payment dates.

Example: *Monthly payments of \$100 are being made to your son on the 1st of each month. He dies on the 10th. No partial payment is due to your son or his estate for the period between the 1st and the 10th.*

Withdrawals and Changes

If provided in the payment option election, all or part of the unpaid balance under Options 3 or 4 may be withdrawn or applied under any other option.

If the Cash Surrender Value is applied under Option 3 or 4, We may delay processing any withdrawal for up to six months. We may also delay [for up to 90 days] processing any surrender or withdrawal value from the Separate Account(s) until the next Liquidity Date of the applicable division(s). Interest at the rate in effect for Option 3 during this period will be paid on the amount withdrawn.

Income Protection

To the extent permitted by law, each Option Payment and any withdrawal shall be free from legal process and the claim of any creditor of the person entitled to them. No Option Payment and no amount held under an option can be taken or assigned in advance of its payment date, unless the Owner's written consent is given before the Insured dies. This consent must be received at Our Home Office.

OPTION 1. INSTALLMENTS FOR A SPECIFIED PERIOD - PAYMENT OPTION RATES	
MONTHLY INCOME PER \$1,000 OF AMOUNT APPLIED	
Years	Monthly Income
1	\$ 83.71
2	42.07
3	28.18
4	21.24
5	17.08
6	14.30
7	12.32
8	10.83
9	9.68
10	8.75
11	7.99
12	7.36
13	6.83
14	6.37
15	5.98
16	5.63
17	5.33
18	5.05
19	4.81
20	4.59
21	4.40
22	4.22
23	4.05
24	3.90
25	3.76
26	3.64
27	3.52
28	3.41
29	3.31
30	3.21
The first income payment is payable on the effective date of this Option.	

OPTION 2. LIFE INCOME - PAYMENT OPTION RATES OPTION 5. LIFE INCOME WITH PAYMENTS GUARANTEED FOR AMOUNT APPLIED - PAYMENT OPTION RATES					
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED MALE					
AGE*	LIFE ONLY	5 YEARS MINIMUM	10 YEARS MINIMUM	20 YEARS MINIMUM	AMOUNT APPLIED
50	\$2.59	\$2.59	\$2.58	\$2.56	\$2.43
51	2.64	2.64	2.63	2.60	2.47
52	2.70	2.69	2.69	2.65	2.51
53	2.75	2.75	2.74	2.71	2.56
54	2.81	2.81	2.80	2.76	2.60
55	2.88	2.88	2.87	2.82	2.65
56	2.95	2.94	2.93	2.87	2.70
57	3.02	3.01	3.00	2.93	2.75
58	3.09	3.09	3.07	2.99	2.80
59	3.17	3.16	3.15	3.06	2.86
60	3.25	3.25	3.23	3.12	2.92
61	3.34	3.33	3.31	3.19	2.98
62	3.43	3.42	3.40	3.26	3.04
63	3.53	3.52	3.49	3.33	3.11
64	3.63	3.62	3.59	3.40	3.18
65	3.74	3.73	3.69	3.47	3.25
66	3.86	3.85	3.80	3.54	3.33
67	3.99	3.97	3.91	3.62	3.41
68	4.12	4.10	4.03	3.69	3.49
69	4.26	4.24	4.16	3.77	3.58
70	4.41	4.39	4.29	3.84	3.66
71	4.57	4.54	4.42	3.91	3.76
72	4.74	4.70	4.56	3.98	3.86
73	4.92	4.87	4.71	4.05	3.96
74	5.11	5.05	4.86	4.12	4.08
75	5.31	5.24	5.02	4.18	4.19
76	5.52	5.45	5.19	4.24	4.32
77	5.76	5.66	5.36	4.29	4.44
78	6.00	5.89	5.54	4.35	4.58
79	6.27	6.14	5.73	4.39	4.73
80	6.55	6.40	5.92	4.44	4.89
81	6.86	6.67	6.11	4.48	5.04
82	7.19	6.96	6.31	4.51	5.23
83	7.55	7.28	6.51	4.53	5.42
84	7.94	7.61	6.71	4.55	5.64
85	8.36	7.96	6.91	4.57	5.84
Rates for other ages are available upon request. *Age on birthday nearest the due date of the first payment. The first income payment is payable on the effective date of this Option.					

OPTION 2. LIFE INCOME - PAYMENT OPTION RATES OPTION 5. LIFE INCOME WITH PAYMENTS GUARANTEED FOR AMOUNT APPLIED - PAYMENT OPTION RATES					
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED FEMALE					
AGE*	LIFE ONLY	5 YEARS MINIMUM	10 YEARS MINIMUM	20 YEARS MINIMUM	AMOUNT APPLIED
50	\$2.41	\$2.41	\$2.40	\$2.39	\$2.32
51	2.45	2.45	2.45	2.44	2.35
52	2.50	2.50	2.50	2.48	2.39
53	2.55	2.55	2.55	2.53	2.43
54	2.60	2.60	2.60	2.58	2.48
55	2.66	2.65	2.65	2.63	2.52
56	2.71	2.71	2.71	2.68	2.57
57	2.77	2.77	2.77	2.74	2.61
58	2.84	2.83	2.83	2.79	2.66
59	2.90	2.90	2.89	2.85	2.71
60	2.97	2.97	2.96	2.91	2.77
61	3.05	3.04	3.03	2.98	2.82
62	3.12	3.12	3.11	3.04	2.88
63	3.21	3.20	3.19	3.11	2.95
64	3.29	3.29	3.28	3.18	3.01
65	3.39	3.38	3.37	3.26	3.07
66	3.49	3.48	3.46	3.33	3.15
67	3.59	3.58	3.56	3.41	3.22
68	3.70	3.70	3.67	3.49	3.30
69	3.82	3.81	3.78	3.57	3.38
70	3.95	3.94	3.90	3.65	3.47
71	4.09	4.08	4.03	3.73	3.55
72	4.24	4.22	4.16	3.81	3.66
73	4.39	4.37	4.30	3.89	3.75
74	4.56	4.54	4.45	3.97	3.86
75	4.75	4.72	4.61	4.05	3.98
76	4.94	4.90	4.77	4.12	4.09
77	5.15	5.11	4.94	4.19	4.21
78	5.37	5.32	5.12	4.26	4.34
79	5.62	5.55	5.31	4.32	4.50
80	5.88	5.80	5.51	4.38	4.64
81	6.16	6.06	5.72	4.43	4.80
82	6.47	6.35	5.93	4.47	4.99
83	6.81	6.65	6.14	4.51	5.17
84	7.17	6.98	6.36	4.53	5.37
85	7.57	7.33	6.59	4.55	5.58
Rates for other ages are available upon request. *Age on birthday nearest the due date of the first payment. The first income payment is payable on the effective date of this Option.					

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES										
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED MALE & FEMALE										
MALE	FEMALE IS YOUNGER THAN MALE BY:									
AGE	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
55	\$2.36	\$2.39	\$2.41	\$2.44	\$2.47	\$2.49	\$2.52	\$2.55	\$2.58	\$2.60
56	2.41	2.43	2.46	2.49	2.51	2.54	2.57	2.60	2.63	2.66
57	2.45	2.48	2.51	2.53	2.56	2.59	2.62	2.65	2.68	2.71
58	2.50	2.53	2.55	2.58	2.61	2.55	2.68	2.71	2.74	2.77
59	2.55	2.58	2.61	2.64	2.67	2.70	2.73	2.77	2.80	2.84
60	2.60	2.63	2.66	2.69	2.73	2.76	2.79	2.83	2.86	2.90
61	2.65	2.68	2.72	2.75	2.79	2.82	2.86	2.89	2.93	2.97
62	2.71	2.74	2.77	2.81	2.85	2.89	2.92	2.96	3.00	3.04
63	2.76	2.80	2.84	2.87	2.91	2.95	2.99	3.03	3.08	3.12
64	2.82	2.86	2.90	2.94	2.98	3.02	3.07	3.11	3.15	3.20
65	2.89	2.93	2.97	3.01	3.05	3.10	3.14	3.19	3.24	3.28
66	2.95	3.00	3.04	3.08	3.13	3.18	3.22	3.27	3.32	3.37
67	3.02	3.07	3.12	3.16	3.21	3.26	3.31	3.36	3.41	3.47
68	3.10	3.15	3.19	3.24	3.29	3.35	3.40	3.45	3.51	3.57
69	3.18	3.23	3.28	3.33	3.38	3.44	3.49	3.55	3.61	3.67
70	3.26	3.31	3.36	3.42	3.48	3.53	3.59	3.66	3.72	3.78
71	3.34	3.40	3.45	3.51	3.57	3.64	3.70	3.76	3.83	3.90
72	3.43	3.49	3.55	3.61	3.68	3.74	3.81	3.88	3.95	4.02
73	3.52	3.59	3.65	3.72	3.79	3.86	3.93	4.00	4.07	4.15
74	3.62	3.69	3.76	3.83	3.90	3.97	4.05	4.13	4.21	4.29
75	3.73	3.80	3.87	3.94	4.02	4.10	4.18	4.26	4.35	4.43
76	3.84	3.91	3.99	4.07	4.15	4.23	4.32	4.40	4.49	4.58
77	3.95	4.03	4.11	4.20	4.28	4.37	4.46	4.55	4.65	4.74
78	4.07	4.16	4.24	4.33	4.43	4.52	4.62	4.71	4.81	4.91
79	4.20	4.29	4.38	4.48	4.58	4.67	4.78	4.88	4.98	5.09
80	4.33	4.43	4.53	4.63	4.73	4.84	4.94	5.05	5.16	5.27
81	4.48	4.58	4.68	4.79	4.90	5.01	5.12	5.23	5.35	5.46
82	4.62	4.73	4.84	4.96	5.07	5.19	5.31	5.42	5.54	5.66
83	4.78	4.89	5.01	5.13	5.25	5.37	5.50	5.62	5.75	5.87
84	4.94	5.06	5.19	5.31	5.44	5.57	5.70	5.83	5.96	6.08
85	5.11	5.24	5.37	5.50	5.63	5.77	5.90	6.04	6.17	6.30
Rates for other ages are available upon request.										
*Age on birthday nearest the due date of the first payment.										
The first income payment is payable on the effective date of this Option.										

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES						
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED MALE & FEMALE						
MALE	FEMALE IS OLDER THAN MALE BY:					
AGE*	SAME AGE	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
55	\$2.63	\$2.66	\$2.69	\$2.72	\$2.75	\$2.78
56	2.69	2.72	2.75	2.78	2.81	2.84
57	2.75	2.78	2.81	2.84	2.87	2.91
58	2.81	2.84	2.87	2.91	2.94	2.98
59	2.87	2.91	2.94	2.98	3.01	3.05
60	2.94	2.97	3.01	3.05	3.09	3.13
61	3.01	3.05	3.09	3.13	3.17	3.21
62	3.08	3.12	3.17	3.21	3.25	3.29
63	3.16	3.20	3.25	3.29	3.34	3.38
64	3.24	3.29	3.34	3.38	3.43	3.48
65	3.33	3.38	3.43	3.48	3.53	3.58
66	3.42	3.47	3.53	3.58	3.63	3.69
67	3.52	3.57	3.63	3.69	3.74	3.80
68	3.62	3.68	3.74	3.80	3.86	3.92
69	3.73	3.79	3.85	3.92	3.98	4.04
70	3.84	3.91	3.97	4.04	4.11	4.17
71	3.96	4.03	4.10	4.17	4.24	4.31
72	4.09	4.16	4.24	4.31	4.38	4.46
73	4.23	4.30	4.38	4.46	4.53	4.61
74	4.37	4.45	4.53	4.61	4.69	4.77
75	4.52	4.60	4.69	4.77	4.86	4.94
76	4.67	4.76	4.85	4.94	5.03	5.12
77	4.84	4.93	5.02	5.12	5.21	5.30
78	5.01	5.11	5.21	5.30	5.40	5.49
79	5.19	5.29	5.40	5.50	5.59	5.69
80	5.38	5.49	5.59	5.70	5.80	5.89
81	5.58	5.69	5.80	5.90	5.01	6.11
82	5.78	5.90	6.01	6.12	6.22	6.32
83	5.99	6.11	6.22	6.34	6.44	6.55
84	6.21	6.33	6.45	6.56	6.67	6.77
85	6.43	6.55	6.67	6.79	6.90	7.00
Rates for other ages are available upon request. *Age on birthday nearest the due date of the first payment. The first income payment is payable on the effective date of this Option.						

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES										
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED MALE1 & MALE2										
MALE1 AGE*	MALE2 IS YOUNGER THAN MALE1 BY:									
	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
60	\$2.71	\$2.74	\$2.77	\$2.81	\$2.84	\$2.88	\$2.91	\$2.95	\$2.98	\$3.02
61	2.77	2.80	2.84	2.87	2.91	2.94	2.98	3.02	3.06	3.09
62	2.83	2.86	2.90	2.94	2.97	3.01	3.05	3.09	3.13	3.17
63	2.89	2.93	2.97	3.01	3.05	3.09	3.13	3.17	3.21	3.25
64	2.96	3.00	3.04	3.08	3.12	3.16	3.21	3.25	3.30	3.34
65	3.03	3.07	3.11	3.16	3.20	3.25	3.29	3.34	3.38	3.43
66	3.10	3.15	3.19	3.24	3.28	3.33	3.38	3.43	3.48	3.53
67	3.18	3.22	3.27	3.32	3.37	3.42	3.47	3.52	3.58	3.63
68	3.26	3.31	3.36	3.41	3.46	3.52	3.57	3.62	3.68	3.73
69	3.34	3.40	3.45	3.50	3.56	3.62	3.67	3.73	3.79	3.85
70	3.43	3.49	3.54	3.60	3.66	3.72	3.78	3.84	3.90	3.96
71	3.53	3.59	3.65	3.71	3.77	3.83	3.89	3.96	4.02	4.09
72	3.63	3.69	3.75	3.81	3.88	3.95	4.01	4.08	4.15	4.21
73	3.73	3.79	3.86	3.93	4.00	4.07	4.14	4.21	4.28	4.35
74	3.84	3.91	3.98	4.05	4.12	4.19	4.27	4.34	4.42	4.49
75	3.95	4.02	4.10	4.17	4.25	4.33	4.40	4.48	4.55	4.64
MALE1	MALE2 IS OLDER THAN MALE1 BY:									
AGE*	SAME AGE	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.				
60	\$3.06	\$3.09	\$3.13	\$3.17	\$3.21	\$3.25				
61	3.13	3.17	3.21	3.25	3.29	3.33				
62	3.21	3.25	3.30	3.34	3.38	3.42				
63	3.30	3.34	3.38	3.43	3.47	3.52				
64	3.39	3.43	3.48	3.52	3.57	3.62				
65	3.48	3.53	3.58	3.62	3.67	3.72				
66	3.58	3.63	3.68	3.73	3.78	3.83				
67	3.68	3.73	3.79	3.84	3.89	3.95				
68	3.79	3.85	3.90	3.96	4.01	4.07				
69	3.90	3.96	4.02	4.08	4.14	4.19				
70	4.02	4.09	4.15	4.21	4.27	4.33				
71	4.15	4.21	4.28	4.34	4.40	4.47				
72	4.28	4.35	4.42	4.48	4.55	4.61				
73	4.42	4.49	4.56	4.63	4.70	4.76				
74	4.56	4.64	4.71	4.78	4.85	4.92				
75	4.71	4.79	4.87	4.94	5.02	5.09				
Rates for other ages are available upon request.										
*Age on birthday nearest the due date of the first payment.										
The first income payment is payable on the effective date of this Option.										

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES										
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED FEMALE1 & FEMALE2										
FEMALE1 AGE*	FEMALE2 IS YOUNGER THAN FEMALE1 BY:									
	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
60	\$2.53	\$2.56	\$2.59	\$2.52	\$2.65	\$2.68	\$2.71	\$2.74	\$2.77	\$2.80
61	2.58	2.61	2.64	2.67	2.70	2.73	2.77	2.80	2.83	2.87
62	2.63	2.66	2.69	2.73	2.76	2.79	2.83	2.86	2.90	2.93
63	2.69	2.72	2.75	2.79	2.82	2.86	2.89	2.93	2.97	3.01
64	2.74	2.78	2.82	2.85	2.89	2.93	2.96	3.00	3.04	3.08
65	2.81	2.84	2.88	2.92	2.96	3.00	3.04	3.08	3.12	3.16
66	2.87	2.91	2.95	2.99	3.03	3.07	3.11	3.16	3.20	3.25
67	2.94	2.98	3.02	3.06	3.11	3.15	3.20	3.24	3.29	3.33
68	3.01	3.05	3.10	3.14	3.19	3.23	3.28	3.33	3.38	3.43
69	3.08	3.13	3.18	3.22	3.27	3.32	3.37	3.42	3.48	3.53
70	3.16	3.21	3.26	3.31	3.36	3.42	3.47	3.52	3.58	3.63
71	3.25	3.30	3.35	3.40	3.46	3.52	3.57	3.63	3.69	3.75
72	3.34	3.39	3.45	3.50	3.56	3.62	3.68	3.74	3.80	3.87
73	3.43	3.49	3.55	3.61	3.67	3.73	3.79	3.86	3.93	3.99
74	3.53	3.59	3.65	3.72	3.78	3.85	3.92	3.99	4.06	4.13
75	3.63	3.70	3.76	3.83	3.90	3.97	4.04	4.12	4.19	4.27
FEMALE1 AGE*	FEMALE2 IS OLDER THAN FEMALE1 BY:									
	SAME AGE	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.				
60	\$2.83	\$2.87	\$2.90	\$2.93	\$2.96	\$3.00				
61	2.90	2.93	2.97	3.00	3.04	3.07				
62	2.97	3.01	3.04	3.08	3.11	3.15				
63	3.04	3.08	3.12	3.16	3.20	3.23				
64	3.12	3.16	3.20	3.24	3.28	3.32				
65	3.20	3.25	3.29	3.33	3.37	3.42				
66	3.29	3.33	3.38	3.42	3.47	3.52				
67	3.38	3.43	3.48	3.52	3.57	3.62				
68	3.48	3.53	3.58	3.63	3.68	3.73				
69	3.58	3.63	3.69	3.74	3.79	3.85				
70	3.69	3.75	3.80	3.86	3.92	3.97				
71	3.81	3.87	3.93	3.99	4.04	4.10				
72	3.93	3.99	4.06	4.12	4.18	4.24				
73	4.06	4.13	4.19	4.26	4.33	4.39				
74	4.20	4.27	4.34	4.41	4.48	4.55				
75	4.34	4.42	4.49	4.57	4.64	4.71				
Rates for other ages are available upon request.										
*Age on birthday nearest the due date of the first payment.										
The first income payment is payable on the effective date of this Option.										

Part 7. Notes On Our Computations

This Part explains the technical points about this policy.

Accumulation Unit Value

The Accumulation Unit Value is determined separately for Active Divisions and Passive Divisions. Except for divisions that are subject to a Policy Level Performance Fee, the Accumulation Unit Value may increase or decrease from Asset Valuation Date to Asset Valuation Date.

For divisions that are subject to a Policy Level Performance Fee, we may choose to administer the division so that the Accumulation Unit Value will be maintained at \$1.00. Although we will maintain the Accumulation Unit Value at \$1.00, there is no guarantee that the division will maintain its value or increase in value from one Valuation Date to the next. It is possible for the division to decrease in value, including a complete loss of value. Investment performance of a division that is subject to a Policy Level Performance Fee will be reflected by adding or subtracting units in the division. Divisions that are subject to a Policy Level Performance Fee are designated on the Schedule Page.

For Passive Divisions we determine the Accumulation Unit Value on each Asset Valuation Date by dividing A by B then multiplying the result by C.

A equals:

- the net asset value per share of the investment vehicle held by the Passive Division as of the current Asset Valuation Date; plus
- any dividend per share declared on behalf of such investment vehicle that has an ex-dividend date between the last Asset Valuation Date and the current Asset Valuation Date; less
- the cumulative charge or credit for taxes reserved which is determined by Us to have resulted from the operation or maintenance of the Passive Division; and

B equals:

- the net asset value per share of the investment vehicle held by the Passive Division as of the preceding Asset Valuation Date; and

C equals:

- the Accumulation Unit Value as of the immediately preceding Asset Valuation Date.

For Active Divisions we determine the Accumulation Unit Value on each Asset Valuation Date by dividing the Net Asset Value of the Active Divisions by the number of outstanding Accumulation Units held by the Active Division both determined as of the current Asset Valuation Date.

The Net Asset Value of an Active Division on an Asset Valuation Date is

determined by computing the value of the assets of the Active Division, adding the investment income and capital gains and losses (realized and unrealized) accrued between the last Asset Valuation Date and the current Asset Valuation Date and subtracting an amount equal to taxes and costs of investment management, accounting, independent certified public accountants and custodians that We have paid, accrued or reserved for the Active Division between the last Asset Valuation Date and the current Asset Valuation Date.

Adjustments of Units and Values

We have the right to split or consolidate the number of Accumulation Units credited to this policy, with a corresponding increase or decrease in the unit values. We may exercise this right whenever We consider an adjustment of units to be desirable. However, strict equity will be preserved in making any adjustment. No adjustment will have any material effect on the benefits, provisions or investment return of this policy, or on the Owner, Insured, any Beneficiary, any assignee or other person, or on Us.

Basis of Computation

The **Basis Of Computation** is the mortality table and interest rate We use to determine:

- The maximum monthly mortality charges;
- The minimum annual interest earned on the Value of Guaranteed Principal Account; and
- The minimum payments under Payment Options 2, 5, and 6.

The Basis Of Computation for the maximum monthly mortality charges, and for the minimum interest earned on the Value of Guaranteed Principal Account is shown on the Schedule Page. The mortality table is specified on the Schedule Page.

In computing the minimum payments under payment Options 2, 5, and 6, we use mortality rates from the Annuity 2000 Table with Projection G for 50 Years. The interest rate used is an annual rate of 1%.

Method of Computing Values

When required by the state where this policy was delivered, We filed a detailed statement of the method We use to compute this policy's benefits and values. These benefits and values are not less than those required by the laws of that state.

Flexible Premium Variable Adjustable Life Insurance Policy

This policy provides that:

Insurance is payable when the Insured dies.

Within specified limits, flexible Premiums may be paid during the Insured's lifetime.

Policy is non-participating.

Notice of Annual Meeting

The Insured is hereby notified that by virtue of this policy he or she is a member of Massachusetts Mutual Life Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual meetings are held at its Home Office, in Springfield, Massachusetts, on the second Wednesday of April in each year at 2 o'clock p.m.

**MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
1295 STATE STREET
SPRINGFIELD, MA 01111-0001**

<i>SERFF Tracking Number:</i>	<i>MASS-125532571</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Massachusetts Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39578</i>
<i>Company Tracking Number:</i>	<i>SL14-AR-2009</i>		
<i>TOI:</i>	<i>L06I Individual Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06I.002 Single Life - Flexible Premium</i>
<i>Product Name:</i>	<i>SL14 2001 CSO Table Filing</i>		
<i>Project Name/Number:</i>	<i>SL14-2009/SL14-2009</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MASS-125532571 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 39578
Company Tracking Number: SL14-AR-2009
TOI: L06I Individual Life - Variable Sub-TOI: L06I.002 Single Life - Flexible Premium
Product Name: SL14 2001 CSO Table Filing
Project Name/Number: SL14-2009/SL14-2009

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 07/14/2008
Comments:
Attachment:
Arkansas Certificate.pdf

Review Status:

Satisfied -Name: Letter 07/10/2008
Comments:
Attachment:
SL14 AR LTR.pdf

Review Status:

Satisfied -Name: statement of Variability 07/10/2008
Comments:
Attachment:
STMNTVAR.pdf

Review Status:

Satisfied -Name: Marked copy 07/10/2008
Comments:
Attachment:
Marked SL14-AR-2009.pdf

**Certificate of Compliance with
Arkansas Rule and Regulation 33**

Insurer: Massachusetts Mutual Life Insurance Company

Form Number (s): SL14-AR-2009

I hereby certify that the above filing meets all applicable Arkansas requirements including the requirements of Rule and Regulation 33.

A handwritten signature in black ink, appearing to read "Douglas Enforf", written over a horizontal line.

Signature of Company Officer

Douglas Enforf

Name

Vice President

Title

July 14, 2008

Date



July 8, 2008

Mr. John Shields
Arkansas Department of Insurance
Commerce and Insurance
1200 West 3rd Street
Little Rock, AR 72201-1904

RE: *Massachusetts Mutual Life Insurance Company*
 Massachusetts Mutual NAIC Company ID# 435-65935; Company ID# 44300

Forms: SL14-AR-2009 Flexible Premium Variable Adjustable Life Insurance Policy

Dear Mr. Shields:

Massachusetts Mutual Life Insurance Company (MassMutual) is submitting the above referenced policy for your review and approval. It will replace the previously approved policy form# SL14-AR-2002 which was approved by the Department on 12/6/2002. This policy will be effective as of 1/1/2009 which incorporates the 2001 CSO.

In addition we also previously filed endorsement form #ENDSL14-2006 that was approved by the Department on 10/19/2006 for use with policy form #SL14-AR-2002. All of the provisions of this endorsement have been incorporated into the new policy form #SL14-AR-2009.

SL14-AR-2009 is very similar to SL14-AR-2002 and we are including a black-lined version that includes marked changes to show where we have modified policy provisions or increased or reduced variable terms.

Background: We have summarized some key features of the policy to aid in your review and approval.

- This policy is a Flexible Premium Variable Adjustable life insurance policy.
- These forms will replace form #SL14-AR-2002 presently used by MassMutual.

- This policy will not be available to the general public. Rather, it will be available to those persons or entities meeting the definition of “accredited investor” and “qualified purchaser” as defined by the federal securities laws.
- This policy provides for the use of alternative investment vehicles, such as hedge funds. Hedge funds may have more limited liquidity than other investment options and typically are valued only on a monthly or periodic basis. We will utilize outside investment advisers if desired by the client and if they meet our standards of due diligence.

Private offering: It is MassMutual’s intention to sell this product only by means of a private offering. Solicitation and sales will be limited to entities meeting the definition of “accredited investor” found in Rule 506 under Regulation D of the Securities Act of 1933 and “qualified purchasers” found in Section 2 (a) (51) of the Investment Company Act of 1940.

See, generally, 15 U.S.C.A. Section 77b(15). This includes most corporations and trusts with total assets in excess of \$5 million.

Private Placement Memorandum instead of Prospectus: Since the Securities Act of 1933 exempts from registration “transactions by an issuer not involving a public offering,” this product has not been registered with the SEC and, therefore, a formal prospectus is not available. See, 15 U.S.C.A. Section 77d(2). This offering will, however, be accompanied by a Private Placement Memorandum. Such a memorandum is similar to a prospectus so far as that it typically provides an explanation of the security being offered and a variety of disclosures regarding the issuer and the underlying investment options.

Policy is variable: The policy provides for death benefits and cash values to be transferred among divisions of the Separate Account, subject to limitations stated on the Schedule Page of the policy.

The policyholder will allocate net premiums among a variety of investment options offering different degrees of risk and reward, including stocks, bonds, combinations of both, or hedge funds and other investment options which may be added/deleted from time to time. Accordingly, all values depend on the performance of the Separate Account(s) division; and are not guaranteed as to dollar amount. Premiums may be applied to increase the value of this policy. The policy provides for premiums (less a load if any) to be allocated among the divisions of the Separate Account subject to limitations stated on the Schedule Page of the policy. There is no fixed account offered as an elective investment option under the policy. Loaned amounts will be allocated to the Guaranteed Principal Account as provided in the policy. In addition, a Holding Account was added to the policy via endorsement form #ENDSL-14-2006 in order to accommodate transfers that might be prohibited from using the Money Market Division due to short term or other trading restrictions.

Investment options include illiquid hedge funds: The policy may allow the policyholder to invest some or all of their funds in investment options which are illiquid; such as certain hedge funds. Risks associated with illiquid investment options and hedge funds are disclosed in the Private Placement Memorandum. Some hedge funds will charge a performance fee that will include a share of the annual investment profits of the fund. The policy form enclosed includes a new provision that describes a methodology that may be used for calculating the accumulation unit value when there is a policy level performance fee charged. This methodology may be necessary to account for policyholder investments on an individual basis and thus assure that the performance fee is applied correctly based upon the timing of investments into the underlying fund.

Application Form: We will be utilizing the previously approved application form A3614-AR-2002 which was approved by the Department on 12/26/2002. This form will be used in conjunction with policy form #SL14-AR-2009.

Marketing: The product will continue to be marketed by MassMutual's individual agents and brokers.

Actuarial Memorandum and other paperwork: Enclosed are the Actuarial Memorandum, and where applicable, the proper certifications and/or filing fees. Although the material enclosed in brackets is intended to be illustrative and variable, any variation will conform with the laws of your state. This product will be marketed with an illustration.

If you have any questions, please call me at 1-800-767-1000, ext. 24415. I will give top priority to answering your questions or providing any additional information you need. We look forward to your review and approval.

Sincerely,

Jennifer Dube

Jennifer Dube
Compliance Assistant
(860) 562-3685

Statement of Variability

The following summarizes the bracketed material shown in the policy. The dollar amounts will vary depending on policy owner selection. We certify that this material will always meet the minimum requirements of your state.

Policy SL14-2009

The cover page and schedule pages have been “John Doed”.

We have bracketed “Money Market” division in case the name of this division changes in the future. This is universal throughout the policy and endorsement.

Cover Page:

Bracketed (in states where applicable) the number of days for the free look period in case state law changes.

Schedule Page

Policy Number – We show the policy number.

Insured – We show the name of the Insured.

Owner – We show the name of the Owner

Selected Face Amount – The Selected Face Amount shown on the Schedule is for illustrative purposes. This amount can be increased subject to underwriting guidelines.

Maximum Net Amount of Risk - will vary by policy

Issue Date – We show the issued date of the policy.

Policy Date – We show the Policy Date.

Paid-Up Policy Date – We show the Policy Paid-Up Date.

Insured’s Age on Policy Date – We show the Insured’s age.

Insured’s Risk Classification On Policy Date - Risk Classifications will vary by policy.

Substandard Rating – Varies from Table A (125%) to Table P (500%)

Substandard Flat Extra – Discloses the cost per thousand assigned by underwriting to cover any extra hazard risks

Underwriting Basis - Fully Underwritten, Simplified Issue or Guaranteed Issue

Premium Information Section of Schedule Page:

Initial Premium – The minimum initial premium will initial premium is currently 36 times the monthly charges amount but we may wish to change this factor in the future.

Planned Premium – The minimum is \$0 and will vary dependent upon policy owner selection.

The Net Premium paragraph will reflect both the Guaranteed and Current charges. The net premium may include none, any combination of, or all of the components which are included in the “{ }” brackets depending on any

additional costs as a result of establishing and operating a new separate account or retaining an investment advisor on behalf of the policyholder.

Administration and Face Amount Charges

Provisions will reflect both the guaranteed and current charges.

Rider Charge provision will be modified if riders are added. Currently no riders exist for this policy.

Minimum Increase or Decrease in Selected Face Amount

The minimum amount of elected increase or decrease of Selected Face Amount must be for at least \$10,000. We may wish to change this amount in the future.

Separate Account Administrative Charge

This will vary depending if the client asks us to establish and operate a new Separate Account. If so, this amount will vary by policy/client and also distribution channel.

Asset Load Charge Section of Schedule Page:

The Asset Load Charge will depend on the divisions chosen by the client.

Surrender Charges

This will vary depending upon whether charges are amortized or un-amortized. Currently there are no surrender charges.

In most cases, the policy will not have a surrender charge. In those cases, the first bracketed sentence would be inserted in the policy.

In cases where the policyowner elects to amortize premium tax loads, the policy will have a surrender charge. In these cases, the second bracketed paragraph would be inserted in the policy. The surrender charges are subject to the Maximum Surrender Charges stated on page 2.

Separate Account Information Section of Schedule Page:

Information has been bracketed to allow for the addition of a passive, active or dedicated separate account and also for fund changes.

Part 3. Accounts, Values and Charges

Net Premium Allocation Limitations:

The number of divisions is bracketed to allow us to increase the divisions in the future.

Transfer Limitations

The 12 transfer limit has been bracketed to allow us to increase this amount in the future.

Part 4. Life Benefits

How We Pay:

We may decrease the 90 day delay in paying in the future.

Other Borrowing Rules:

We may decrease the 90 day delay in paying in the future.

When We Pay:

We may decrease the 90 day delay in paying in the future.

Part 6. Payment Options

Withdrawals And Changes:

We may decrease the 90 day delay in paying in the future.

Flexible Premium Variable Adjustable Life Insurance Policy

POLICY NUMBER	[0 000 000 000]
INSURED	[JOHN DOE]
SELECTED FACE AMOUNT	[\$10,000,000]

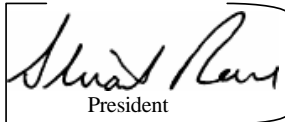
Dear Policy Owner:

READ YOUR POLICY CAREFULLY. It has been written in readable language to help You understand its terms. We have used examples to explain some of its provisions. These examples do not reflect the actual amounts or status of this policy. As You read through this policy, remember the words "You" and "Your" refer to the Owner and "We", "Us" and "Our" refer to Massachusetts Mutual Life Insurance Company, the Insurer.

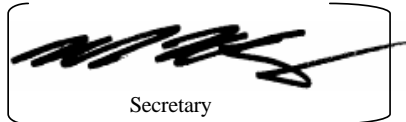
We will, subject to the terms of this policy, pay the death benefit to the Beneficiary when due proof of the Insured's death is received at Our Home Office. The terms of this policy are contained on this and the following pages, together with attached application(s).

For service or information on this policy, contact the agent who sold this policy or Our Home Office.

YOU HAVE A RIGHT TO RETURN THIS POLICY. If You decide not to keep this policy, return it within [10] days after You receive it. The policy may be returned by delivering or mailing it to Our Home Office, to any of Our agency offices, or to the agent who sold this policy. Then, this policy will be as though it had never been issued. We will promptly refund any Premium paid for this policy; plus or minus an amount that reflects the investment experience of the investment divisions of the Separate Account(s) under this policy to the date this policy is received by Us; minus any amounts borrowed or withdrawn.



President



Secretary

Flexible Premium Variable Adjustable Life Insurance Policy

This policy provides that Insurance is payable when the Insured dies.

Within specified limits, flexible Premiums may be paid during the Insured's lifetime.
Policy is non-participating.

The amount of death benefit and the duration of insurance coverage may be fixed or variable as described in Parts 3 and 5. The Variable Account Value of this policy may increase or decrease in accordance with the experience of the Separate Account(s). There are no minimum guarantees as to the Variable Account Value. The Value of the Guaranteed Principal Account earns interest at a rate not less than the minimum described in the Guaranteed Principal Account Interest Crediting Rate provision.

**MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
1295 STATE STREET
SPRINGFIELD, MA 01111-0001**

SL14-AR-2009

Policy Summary

This Summary briefly describes some of the major provisions shown in this policy. Full descriptions of policy provisions along with any limits that may apply are contained in the actual policy provisions as identified on the "Table of Contents" page. Language contained in the actual policy provisions will take precedent over this Policy Summary. Terms that are capitalized have defined meanings as explained in this policy.

The insurance provided is Flexible Premium Variable Adjustable Life Insurance. We will pay a death benefit if the Insured dies while this policy is In Force.

- **In Force** means that the insurance on the Insured has not terminated.
- **Variable** means that all values, which depend on the investment performance of the Separate Account (s') division(s) shown on the Schedule Page, are not guaranteed as to dollar amount.
- **Flexible** means that after the Initial Premium has been paid, there is no requirement that any specific amount of Premium be paid on any date. Instead, within the limits stated in this policy, any amount may be paid on any date before the death of the Insured.

Monthly Charges will be periodically deducted from the value of this policy. If there is not enough value to pay the Monthly Charges when due, the insurance will terminate at the end of 61 days. There is, however, a right to Reinstate the insurance.

There are other rights available to You while the Insured is living. These include the rights to:

- Assign this policy;
- Change the Owner or Beneficiary;
- Fully surrender the insurance;
- Make withdrawals and/or loans;
- Increase or decrease the Selected Face Amount;
- Allocate Net Premiums among the divisions of the Separate Account(s);
- Transfer values among the divisions of the Separate Account(s); and
- Change the Death Benefit Option.

This policy also includes a number of alternate ways to pay the death benefit or the amount payable upon full surrender.

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Any Riders and Endorsements, and a copy of the Application for this policy, follow Page 44.

The Schedule Page

This **Schedule Page** shows specific information about this policy and is referred to throughout this policy.

Policy Number	[0 000 000]
Insured	[John A Doe]
Owner	[Jane Doe]
Selected Face Amount	[\$10,000,000]
Maximum Net Amount At Risk	\$10,000,000]
Issue Date	[[JAN 01 2009]
Policy Date	[[JAN 01 2009]
Paid-Up Policy Date	[JAN 01 2074]
Insured's Age On Policy Date	[35 Male]
Insured's Risk Classification On Policy Date	[Select Preferred Non-Tobacco]
Substandard Rating	[100%]
Substandard Flat Extra	[\$0.00] per Thousand
Underwriting Basis	[Full Underwriting]

Basic Policy Information

<u>Plan</u>	<u>Selected Face Amount</u>	<u>Minimum Face Amount</u>	<u>Death Benefit Option</u>
Flexible Premium		See Minimum Face	
Variable Adjustable Life Insurance Policy	[\$10,000,000]	Amount Provision	[1]

Premium Information As of JAN 01 2009

Initial Premium	[\$1,000,000.00]
Planned Annual Premium	[\$1,000,000.00]

[Net Premium, on a GUARANTEED basis, will be no less than total Premium paid less the sum of the following (the Premium Load):

[(1) [0-20%] of Premium representing the sales load component of the Premium Load, if any,] [and]

Deleted: 100

[(2) a percentage of Premium paid equal to the applicable state Premium tax rate or the Premium tax equivalent,][and]

[(3) a percentage of Premium paid representing the Federal Deferred Acquisition Cost Tax,] [and]

[(4) [0-20%] of Premium paid representing a fee for the initial establishment and operation of the Separate Account(s) incurred by Us, if any,] [and]

Deleted: 100

[(5) [0-20%] of Premium paid representing other charges incurred as a result of retaining an unaffiliated investment advisor.]]

Deleted: 100

Deleted: money manager

[Net Premium, on a CURRENT basis, will be total Premium paid less the sum of the following (the Premium Load):

[(1) [0-20%] of Premium representing the sales load component of the Premium Load, if any,] [and]

Deleted: 100

[(2) a percentage of Premium paid equal to [xx%] representing the State Premium Tax, [and]

[(3) a percentage of Premium paid equal to [xx%] representing the Federal Deferred Acquisition Cost Tax,] [and]

[(4) [0-20%] of Premium paid representing a fee for the initial establishment and operation of the Separate Account(s) incurred by Us, if any,] [and]

Deleted: 100

[(5) [0-20%] of Premium paid representing other charges incurred as a result of retaining an unaffiliated investment advisor.]]

Deleted: 100

Deleted: money manager

Administrative Charge

An Administrative Charge is payable from the Policy Account Value on each Monthly Calculation Date. It will not be more than [\$9.00] per month. It is currently [\$0.00]. See Monthly Charges in Part 3.

Face Amount Charge

The Face Amount Charge is guaranteed to be no greater than [\$0.05] per thousand per month of total Selected Face Amount provided under this policy, including any riders. The current charge is [\$0.00] per thousand per month of total Selected Face Amount including riders. See Monthly Charges in Part 3.

Basis Of Computation

For maximum monthly Mortality Charge. See Monthly Charges in Part 3.

Maximum Mortality Charges

Substandard Rating times the Commissioner's 2001 Standard Ordinary [Non-Smoker] Mortality Table [Male] plus Substandard Flat Extra divided by 12.

Minimum Interest Rate

Minimum annual interest rate for the Guaranteed Principal Account is 3% per year.

[Rider Charge (if applicable)]

The monthly charges are shown in a table of charges for the specific rider. Currently, there are no riders applicable.]

Minimum increase or decrease in Selected Face Amount

Minimum amount of elected increase or decrease allowed on the policy's Selected Face Amount is [\$10,000].

Separate Account Administrative Charge

This charge is for the establishment and operation of the Separate Account(s). The Separate Account Administrative Charge shall not be more than [.00165158] of the Variable Account Value, for this policy computed and assessed as of each Monthly Calculation Date.

Deleted: plus [\$5,000]

Asset Load Charge - The Asset Load Charge is due on each Monthly Calculation Date and shall not be more than [.00165158] of the portion of the Policy Account Value held in these divisions.]

Deleted: s as follows:

Deleted: [Asset Load Charge for Passive Divisions¶]
The Asset Charge applicable to values held in Passive Divisions shall not be more than

Deleted: [Asset Load Charge for Active Divisions¶]
The Asset Charge applicable to values held in Active Divisions shall not be more than [.00165158] of the portion of the Policy Account Value held in these divisions.]¶

▼

Surrender Charges

[The surrender charge for this policy is zero.]

[If this policy is surrendered during the first [x] Policy Years, We will assess a Surrender Charge equal to the lesser of [1.00] percent of Policy Account Value or the Maximum Surrender Charge. The Maximum Surrender Charge under this policy is the greater of the initial Selected Face Amount or the Minimum Face Amount at issue, times the value in the Table of Maximum Surrender Charges for the Policy Year of surrender.]

Deleted: [Asset Load Charge for Dedicated Separate Account]¶
The Asset Charge applicable to values held in Dedicated Separate Account shall not be more than [.00165158] of the portion of the Policy Account Value held in these divisions.] ¶

Separate Account(s) Information

The Separate Account(s) referred to in this policy is Massachusetts Mutual Variable Life Separate Account [III.]

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
The Passive Divisions for Separate Account [III]				
[MML Money Market Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Managed Bond Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Equity Index Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Growth Equity Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Small Cap Growth Equity Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Large Cap Value Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
MML Emerging Growth Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
Oppenheimer Mid Cap Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
Oppenheimer International Growth Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
Oppenheimer Main Street Fund V/A	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No
Janus Aspen Series Forty Portfolio Division	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	Each day the New York Stock Exchange is open for trading.	No

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
Ivy Spectrum Division *	The last business day of each calendar month.	First business day of each calendar month, provided that instructions are received by us in good order at least 3 business days prior to the last business day of the month before the investment.	Within 15 business days following the June 30 or the December 31 valuation date; provided a transaction request is received by us in good order at least 90 days prior to June 30 or December 31. Withdrawals may be subject to a holdback of up to 5%, payable after completion of the fund's annual audit.	Yes
JOHIM IDF LLC Division*	Last business day of each calendar month.	First business day of each calendar month, provided that your instructions are received by us in good order at least 35 business days prior to investment.	<p>Within 30 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 135 days prior to such last business day. Withdrawals may be subject to a holdback of up to 5% payable after completion of the fund's annual audit.</p> <p>Withdrawals are also subject to a 2% redemption fee within the first six months after an allocation and a 1% redemption fee if made after the initial six months but less than twelve months after an allocation. The redemption fees apply separately to each allocation of policy account value to the fund.</p>	Yes

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
K2 Insurance Division *	The last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us in good order at least 3 business days prior to the last business day of the month prior to the investment.	Twelve months after an allocation to the fund (the "Lock-up Period"), withdrawals are available within 30 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 91 days prior to such last business day. Withdrawals may also be subject to a holdback of up to 10% payable after completion of the fund's annual audit. The Lock-up Period will apply separately to each allocation of policy account value to the fund.	Yes
Ontario Partners Diversified Division*	Last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us in good order at least 5 business days prior to the last day of the month prior to the investment.	<p>Within 30 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 85 days prior to such last business day. Withdrawals may be subject to a holdback of up to 5% payable after the completion of the fund's annual audit.</p> <p>Withdrawals are also subject to a 2% redemption fee if made within the first six months after an allocation and a 1% redemption fee if made after the initial six months but less than twelve months after an allocation. The redemption fees apply separately to each allocation of policy account value to the fund.</p>	Yes

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
Pacificor Insurance Division*	Last business day of each calendar month.	First business day of each calendar month, provided that you must ensure that your instructions to make an allocation or transfer to the fund are received by us at least 3 business days prior to the end of the month before the investment.	Within 30 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 60 days prior to such last business day. Withdrawals are subject to a 5% holdback payable after the completion of the fund's annual audit.	Yes
P&A Diversified Insurance Division*	The last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us in good order at least 5 business days prior to the end of the month before the investment.	Within 90 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 65 days prior to such last business day. Withdrawals may be subject to a holdback of up to 5% payable after the completion of the fund's annual audit.	Yes
Ranger Family Insurance Division*	Last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us at least 5 business days prior to the end of the month before the investment.	Twelve months after an allocation to the fund (the "Lock-up Period"), withdrawals are available within 30 days following the last business day of each calendar quarter; provided a transaction request is received by us in good order at least 90 days prior to such last business day.	Yes

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
Ranger Family Insurance Division* (Continued)			Withdrawals may be subject to a holdback of up to 5% payable after the completion of the fund's annual audit. The Lock-up Period will apply separately to each allocation of policy account value to the fund.	
Taylor Insurance Series C Division*	Last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation or transfer to the fund are received by us in good order at least 7 business days prior to the end of the month before the investment.	Within 60 days following the last business day of the calendar year end provided a transaction request is received by us in good order at least 65 days prior to the last business day of a calendar year end. Withdrawals may be subject to a holdback of up to 15% payable after the completion of the fund's annual audit. In the case of a partial withdrawal, the withdrawal request cannot be less than \$250,000, and the remaining policy account value in the fund must be at least \$500,000.	Yes
Taylor Insurance Series G Division*	Last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation or transfer to the fund are received by us in good order at least 7 business days prior to the end of the month before the investment.	Within 60 days following the last business day of the calendar year end provided a transaction request is received by us in good order at least 65 days prior to the last business day of a calendar year end. Withdrawals may be subject to a holdback of up to 15% payable after the completion of the fund's annual audit.	Yes

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
Taylor Insurance Series G Division* (Continued)			In the case of a partial withdrawal, the withdrawal request cannot be less than \$250,000, and the remaining policy account value in the fund must be at least \$500,000.	
Taylor Insurance Series K Division*	Last business day of each calendar month.	First business day of each calendar month, provided that instructions to make an allocation or transfer to the fund are received by us in good order at least 7 business days prior to the end of the month before the investment.	<p>Within 60 days following the last business day of the calendar year end provided a transaction request is received by us in good order at least 65 days prior to the last business day of a calendar year end. Withdrawals may be subject to a holdback of up to 15% payable after the completion of the fund's annual audit.</p> <p>In the case of a partial withdrawal, the withdrawal request cannot be less than \$250,000, and the remaining policy account value in the fund must be at least \$500,000.</p> <p>Notwithstanding the foregoing, you may not withdraw any policy account value from the fund during the 12 month period following the date you make an initial allocation of policy account value to the fund.</p>	Yes

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
Tremont International Insurance Division*	Last business day of each calendar month	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us in good order at least 5 business days prior to the end of the month before the investment.	Within 20 days following the last business day of each calendar month; provided a transaction request is received by us in good order at least 60 days prior to such last business day.	Yes
Tremont Opportunity Division*	Last business day of each calendar month	First business day of each calendar month, provided that instructions to make an allocation to the fund are received by us in good order at least 5 business days prior to the end of the month before the investment.	Within 20 days following the last business day of each calendar month; provided a transaction request is received by us in good order at least 60 days prior to such last business day	Yes
* For purposes of determining the Accumulation Unit Value this fund is considered an Active Division. See Part 7.				

Separate Account(s) Divisions Information				
	Asset Valuation Date	Investment Date	Liquidity Date	Minimum Money Market Requirement
The Active Divisions for Separate Account III				
Cornerstone Real Estate Division	Each day the New York Stock Exchange is open	Each day the New York Stock Exchange is open	The last business day of each calendar month; provided a transaction request is received by Us in Good Order on or prior to the 20 th day of such month]	No

TABLE OF MAXIMUM SURRENDER CHARGES

These maximum annual surrender charges are for each \$1,000 of insurance issued.

<u>Policy Year Beginning</u>	<u>Maximum Annual Surrender Charge</u>
Jan 01 2009	19.22
Jan 01 2010	18.59
Jan 01 2011	17.93
Jan 01 2012	17.24
Jan 01 2013	16.51
Jan 01 2014	15.75
Jan 01 2015	14.94
Jan 01 2016	14.10
Jan 01 2017	13.22
Jan 01 2018	12.30
Jan 01 2019	11.33
Jan 01 2020	10.31
Jan 01 2021	9.24
Jan 01 2022	8.11
Jan 01 2023	6.93
Jan 01 2024	5.68
Jan 01 2025	4.37
Jan 01 2026	2.99
Jan 01 2027	1.53
Jan 01 2028	0.00]

TABLE OF MAXIMUM MONTHLY MORTALITY CHARGES

These maximum monthly mortality charges are for each \$1,000 of insurance for non-substandard risks that require a charge.

<u>Policy Year Beginning</u>	<u>Maximum Monthly Mortality Charge</u>	<u>Policy Year Beginning</u>	<u>Maximum Monthly Mortality Charge</u>
Jan 01 2009	0.09089	Jan 01 2044	2.03500
Jan 01 2010	0.09589	Jan 01 2045	2.23720
Jan 01 2011	0.10007	Jan 01 2046	2.50360
Jan 01 2012	0.10758	Jan 01 2047	2.78562
Jan 01 2013	0.11425	Jan 01 2048	3.08342
Jan 01 2014	0.12176	Jan 01 2049	3.41024
Jan 01 2015	0.13178	Jan 01 2050	3.76820
Jan 01 2016	0.14430	Jan 01 2051	4.18587
Jan 01 2017	0.15850	Jan 01 2052	4.67661
Jan 01 2018	0.17520	Jan 01 2053	5.24717
Jan 01 2019	0.19441	Jan 01 2054	5.87410
Jan 01 2020	0.21279	Jan 01 2055	6.59415
Jan 01 2021	0.23285	Jan 01 2056	7.35120
Jan 01 2022	0.24455	Jan 01 2057	8.17591
Jan 01 2023	0.25793	Jan 01 2058	9.09944
Jan 01 2024	0.27717	Jan 01 2059	10.14422
Jan 01 2025	0.29975	Jan 01 2060	11.31891
Jan 01 2026	0.33071	Jan 01 2061	12.62238
Jan 01 2027	0.36419	Jan 01 2062	14.04388
Jan 01 2028	0.40691	Jan 01 2063	15.57220
Jan 01 2029	0.45970	Jan 01 2064	17.19964
Jan 01 2030	0.51338	Jan 01 2065	18.76184
Jan 01 2031	0.57128	Jan 01 2066	20.42406
Jan 01 2032	0.62083	Jan 01 2067	22.21645
Jan 01 2033	0.67798	Jan 01 2068	24.15514
Jan 01 2034	0.74695	Jan 01 2069	26.24420
Jan 01 2035	0.83114	Jan 01 2070	28.20561
Jan 01 2036	0.93398	Jan 01 2071	30.35199
Jan 01 2037	1.04963	Jan 01 2072	32.70866
Jan 01 2038	1.17137	Jan 01 2073	35.30337
Jan 01 2039	1.30009	Jan 01 2074	-0-]
Jan 01 2040	1.43072		
Jan 01 2041	1.56327		
Jan 01 2042	1.70627		
Jan 01 2043	1.85467		

TABLE OF MINIMUM FACE AMOUNT PERCENTAGES

Cash Value Accumulation Test

The minimum face amount on any date is a percentage of the Policy Account Value on that date. The percentages which apply are shown below.

<u>Policy Year Beginning</u>	<u>Minimum Face Amount Percentage</u>	<u>Policy Year Beginning</u>	<u>Minimum Face Amount Percentage</u>
[Jan 01 2009	490%	Jan 01 2044	164%
Jan 01 2010	473	Jan 01 2045	160
Jan 01 2011	456	Jan 01 2046	156
Jan 01 2012	441	Jan 01 2047	153
Jan 01 2013	426	Jan 01 2048	150
Jan 01 2014	411	Jan 01 2049	146
Jan 01 2015	397	Jan 01 2050	143
Jan 01 2016	384	Jan 01 2051	140
Jan 01 2017	371	Jan 01 2052	138
Jan 01 2018	358	Jan 01 2053	135
Jan 01 2019	346	Jan 01 2054	133
Jan 01 2020	335	Jan 01 2055	130
Jan 01 2021	324	Jan 01 2056	128
Jan 01 2022	313	Jan 01 2057	126
Jan 01 2023	303	Jan 01 2058	124
Jan 01 2024	293	Jan 01 2059	123
Jan 01 2025	284	Jan 01 2060	121
Jan 01 2026	275	Jan 01 2061	119
Jan 01 2027	266	Jan 01 2062	118
Jan 01 2028	257	Jan 01 2063	117
Jan 01 2029	249	Jan 01 2064	116
Jan 01 2030	242	Jan 01 2065	114
Jan 01 2031	234	Jan 01 2066	113
Jan 01 2032	227	Jan 01 2067	112
Jan 01 2033	221	Jan 01 2068	111
Jan 01 2034	214	Jan 01 2069	110
Jan 01 2035	208	Jan 01 2070	109
Jan 01 2036	202	Jan 01 2071	107
Jan 01 2037	197	Jan 01 2072	105
Jan 01 2038	191	Jan 01 2073	102
Jan 01 2039	186	Jan 01 2074	100]
Jan 01 2040	181		
Jan 01 2041	177		
Jan 01 2042	172		
Jan 01 2043	168		

TABLE OF MINIMUM FACE AMOUNT PERCENTAGES

Guideline Premium Test

The minimum face amount on any date is a percentage of the Policy Account Value on that date. The percentages which apply are shown below.

<u>Policy Year</u> <u>Beginning</u>	<u>Minimum Face</u> <u>Amount Percentage</u>	<u>Policy Year</u> <u>Beginning</u>	<u>Minimum Face</u> <u>Amount Percentage</u>
Jan 01 2009	250%	Jan 01 2044	115%
Jan 01 2010	250	Jan 01 2045	113
Jan 01 2011	250	Jan 01 2046	111
Jan 01 2012	250	Jan 01 2047	109
Jan 01 2013	250	Jan 01 2048	107
Jan 01 2014	250	Jan 01 2049	105
Jan 01 2015	243	Jan 01 2050	105
Jan 01 2016	236	Jan 01 2051	105
Jan 01 2017	229	Jan 01 2052	105
Jan 01 2018	222	Jan 01 2053	105
Jan 01 2019	215	Jan 01 2054	105
Jan 01 2020	209	Jan 01 2055	105
Jan 01 2021	203	Jan 01 2056	105
Jan 01 2022	197	Jan 01 2057	105
Jan 01 2023	191	Jan 01 2058	105
Jan 01 2024	185	Jan 01 2059	105
Jan 01 2025	178	Jan 01 2060	105
Jan 01 2026	171	Jan 01 2061	105
Jan 01 2027	164	Jan 01 2062	105
Jan 01 2028	157	Jan 01 2063	105
Jan 01 2029	150	Jan 01 2064	105
Jan 01 2030	146	Jan 01 2065	104
Jan 01 2031	142	Jan 01 2066	103
Jan 01 2032	138	Jan 01 2067	102
Jan 01 2033	134	Jan 01 2068	101
Jan 01 2034	130	Jan 01 2069	100
Jan 01 2035	128	Jan 01 2070	100
Jan 01 2036	126	Jan 01 2071	100
Jan 01 2037	124	Jan 01 2072	100
Jan 01 2038	122	Jan 01 2073	100
Jan 01 2039	120	Jan 01 2074	100]
Jan 01 2040	119		
Jan 01 2041	118		
Jan 01 2042	117		
Jan 01 2043	116		

Part 1. Defined Terms and Important Concepts of this Policy

This Part explains certain defined terms and important concepts that are necessary to understand this policy.

Defined Terms

Active -Divisions	An Active Division is a division of the Separate Account(s) for which We, or an investment sub-advisor designated by Us, provides investment management services to the division pursuant to a pre-determined investment strategy.
Asset Valuation Date	The Asset Valuation Date for each available division of the Separate Account(s) is shown on the Schedule Page. It is the date upon which We value the assets of each division of the Separate Account(s).
Beneficiary	<p>The Beneficiary is any person or entity named on Our records to receive insurance proceeds after the Insured dies. There may be different classes of Beneficiaries, such as primary and secondary. These classes determine the order of payment of insurance proceeds. There may be more than one Beneficiary in a class.</p> <p>Example: <i>Debbie is named as primary (first) Beneficiary. Anne and Scott are named as Beneficiaries in the secondary class. If Debbie is alive when the Insured dies, she receives the death benefit. But if Debbie is dead and Anne and Scott are alive when the Insured dies, Anne and Scott receive the death benefit.</i></p>
Case	A Case is a policy or a group of policies issued to a single individual or entity with a common employment or other non-insurance motivated relationship.
Good Order	Good Order means that We have received everything required by our administrative procedures currently in effect for the requested transaction. This may include proper completion of certain forms, valid instructions, authorizations, and other administrative requirements.
Home Office	Our Home Office is Massachusetts Mutual Life Insurance Company, 1295 State Street, Springfield, MA, 01111-0001.

In Force

In Force means the insurance provided by this policy has not terminated. This policy will be In Force either from its Issue Date or the date the Initial Premium is paid (as explained in Part 2), whichever is later.

This policy will continue In Force until the earlier of the death of the Insured or Our receipt of the request to surrender the policy, provided:

- The Policy Account Value less any Policy Debt is sufficient to cover the Monthly Charges due on each Monthly Calculation Date; and
- Policy Debt does not exceed the Policy Account Value.

The factors which can affect the Policy Account Value include:

- The interest earned on amounts We may allocate to the Holding Account;
- The amount and timing of Premium payments;
- Any withdrawals or transfers of values;
- Any changes in any riders, if any;
- Any changes in the Selected Face Amount;
- Any outstanding Policy Debt;
- Any changes in the Death Benefit Option;
- The Monthly Charges deducted from the Policy Account Value;
- The interest earned on any collateral on any loaned amounts transferred to [or allocated to] the Guaranteed Principal Account; and
- The net investment experience of the Separate Account(s).

Details of each of these factors are discussed elsewhere in this policy.

Insured

The **Insured** is the person whose life this policy insures. Either the Insured or someone else may be the Owner of this policy.

Example: *You buy a policy that insures Your life and name yourself as Owner. In this case, You are both the Insured and Owner. If You buy a policy that insures your son and name yourself as Owner, then the Insured is your son and you are the Owner.*

Insurer

We, Us, Our and the **Insurer** refer to Massachusetts Mutual Life Insurance Company, which is the insurance company issuing this policy. Our Home Office is located at 1295 State Street, Springfield, MA 01111-0001.

Investment Date

The **Investment Date** for each available division of the Separate Account(s) is shown on the Schedule Page. It is the date upon which the division will accept Premium allocations, transfers into the division, or loan repayments.

Issue Date	The Issue Date is shown on the Schedule Page. The Issue Date is the date from which this policy is In Force if the Initial Premium is received and accepted by Us. It is used to determine the start of the Suicide Exclusion and Contestability Periods. See this Part 1 for a discussion of the Suicide Exclusion and Contestability Periods.
Liquidity Date(s)	The Liquidity Date for each available division of the Separate Account(s) is shown on the Schedule Page. The Liquidity Date is the date upon which the proceeds of the investments held by the division are available to Us. If you elect a transfer, loan, withdrawal, or full or partial surrender, the portion of your Policy Account Value within each division of the Separate Account(s) will become available upon the Liquidity Date for that division. Such portion of the Policy Account Value will continue to increase or decrease in accordance with the investment experience of the division until the requested transaction is processed upon the next available Liquidity Date.
Minimum [Money Market] Amount	The Minimum [Money Market] Amount is determined by Us based upon the specific withdrawal limitations and advance notice requirements of the applicable illiquid divisions under Your policy and Our estimate of anticipated Monthly Charges. This amount will not exceed the sum of [thirty-six months] of Monthly Charges under Your policy.
Monthly Calculation Date	The Monthly Calculation Date is the date on which Monthly Charges are due. The first Monthly Calculation Date is also the Policy Date as shown on the Schedule Page. Subsequent Monthly Calculation Dates are the same date of each month thereafter. Monthly Charges will be determined using the most recent Asset Valuation Date for each division of the Separate Account(s).
Paid-up Policy Date	<p>The Paid-up Policy Date is the Policy Anniversary Date nearest the Insured's 100th birthday. This date is shown on the Schedule Page. On this date, the Selected Face Amount changes to equal the Policy Account Value multiplied by a factor. This factor is guaranteed to be not less than one (1.00). The Death Benefit Option will be Death Benefit Option #1 (explained in Part 5 of this policy). As of this date and thereafter:</p> <ul style="list-style-type: none"> • Monthly Charges will continue to be deducted from the Policy Account Value; • Mortality charges will equal \$0; and • Premium payments will no longer be accepted. <p>The payment of Planned Annual Premiums does not guarantee this policy will continue In Force to the Paid-up Policy Date.</p>
Passive - Divisions	A Passive Division is a division of the Separate Account(s) maintaining an investment objective of investing in a single portfolio of an investment company, entity, partnership or other investment vehicle affiliated or unaffiliated with Us.

Policy Date, Policy Anniversary Date(s), and Policy Year(s)

The **Policy Date** is shown on the Schedule Page. It is the starting point for determining **Policy Anniversary Dates(s)** and **Policy Year(s)**. The first Policy Anniversary Date is one year after the Policy Date. The period from the Policy Date to the first Policy Anniversary Date, or from one Policy Anniversary Date to the next, is called a Policy Year.

Example: *The Policy Date is June 15, 20X2. The first Policy Anniversary Date is June 15, 20X3. The period from June 15, 20X3 through June 14, 20X4 is a Policy Year.*

Policy Level Performance Fee

At certain specified times and in amounts determined by any division with a Policy Level Performance Fee, a portion of the net investment income allocated to any such division will be reduced by the amount of any Policy Level Performance Fee owed to the investment manager of such division. The divisions that are subject to a Policy Level Performance Fee are indicated on the Schedule Page. Your Policy Account Value that is invested in a division that is subject to a Policy Level Performance Fee will be adjusted to reflect the deduction of the applicable Policy Level Performance Fee. Such Policy Level Performance Fee adjustments can vary by policy based upon the amount of and timing of the policy's associated cash flows in or out of a division that is subject to a Policy Level Performance Fee.

Register Date

The **Register Date** is the date on which We begin processing Your initial allocation request with respect to the Net Premium payments for this policy among the divisions of the Separate Account(s). Allocations will be processed in accordance with the Initial Net Premium allocation in effect on the Issue Date and will occur on the next available Investment Date(s) for the specified division(s). The Register Date is the first Investment Date after the later of:

- Expiration of the Right To Return period; or
- The day We receive a completed policy delivery receipt and other required forms in Good Order.

See the "Right To Return This Policy" paragraph on the front cover of this policy.

You, Your, Owner

You, Your and the Owner is the person who owns the policy, as shown on the schedule page.

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Valuation Time

For each division of the Separate Account(s) maintaining an Asset Valuation Date identified as "each day the New York Stock Exchange is open for trading," the Valuation Time is the time the New York Stock Exchange (or its successor) closes on an Asset Valuation Date.

Important Concepts

Entirety of Contract

This is a contract between You, the Owner and Us, the Insurer. The entire contract consists of:

- The application which is attached to this policy;
- This policy; and
- Any riders, endorsements, or other papers as attached to, or to be attached at any time in the future to this contract.

We have issued this policy in return for the application and the payment of the Initial Premium. Any changes or waiver of its terms must be in writing and signed by Our Secretary or an Assistant Secretary to be effective.

Representations and Contestability

We rely on all statements made by or for the Insured in the application(s). Those statements are considered to be representations and not warranties. We reserve the right to bring legal action to contest the validity of this policy, or any increase in the Selected Face Amount applied for after the Issue Date for any material misrepresentation of a fact for a period of two years. To do so, however, the misrepresentation must have been made in the application, or in a supplemental application to increase the Selected Face Amount, and a copy of the application must have been attached to this policy when issued, or made a part of this policy when the increase in the Selected Face Amount became effective.

Except for any increase in the Selected Face Amount applied for after the Issue Date, We cannot contest the validity of this policy after it has been In Force during the lifetime of the Insured for a period of two years from its Issue Date. We cannot contest the validity of any increase in the Selected Face Amount applied for after the Issue Date once it has been in effect during the lifetime of the Insured for a period of two years. We cannot contest the validity of any reinstatement of this policy once it has been In Force during the lifetime of the Insured for a period of two years after the date of reinstatement.

The two-year contestability limitation does not apply in the case of fraud.

Suicide Exclusion

If the Insured commits suicide, while sane or insane, while this policy is In Force, this policy will terminate. In this case, We will pay a limited death benefit equal to the Cash Surrender Value.

If the Insured commits suicide, while sane or insane, within two years after the effective date of any increase in the Selected Face Amount, the increase will terminate. We will pay a limited death benefit equal to the Monthly Charges made for that increase. However, if a limited benefit as described in the preceding paragraph is payable, there will be no death benefit for the increase. Any limited death benefit will be paid in one sum to the Beneficiary.

Misstatement of Age or Gender	<p>If the Insured's date of birth or gender as given in the application is not correct, an adjustment will be made. If the adjustment is made after the Insured dies, the death benefit will reflect the amount provided by the most recent mortality charge according to the correct age and gender.</p> <p>If the adjustment is made before the Insured dies, then Monthly Charges will be adjusted based on the correct age and gender.</p>
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Part 2. Premium Payments

This part explains the payments due under this policy.

Premium(s)	Premium(s) are the payments that may be paid to Us to increase the Policy Account Value.
Initial Premium, Minimum Initial Premium	The Initial Premium is shown on the Schedule Page. The Initial Premium is due on the Issue Date. The Minimum Initial Premium equals [thirty-six times] the sum of the first Monthly Charges. This policy will not be In Force until an amount equal to or in excess of the Minimum Initial Premium has been paid.
Planned Annual Premium	The Planned Annual Premium is shown on the Schedule Page. This Premium is due on the Policy Anniversary Date. The payment of Planned Annual Premium does not guarantee this policy will continue In Force.
Premium Flexibility	After the Initial Premium is paid, there is no requirement that any amount of Premium be paid on any date. While this policy is In Force, and subject to the Right To Refund Premiums provision, any amount of Premium may be paid at any time while the Insured is living. However, each Premium paid must be at least \$1,000 or the amount needed to prevent termination, as discussed in the Grace Period and Termination provision in Part 3.
Premium Reminder Notices	We will send Premium reminder notices for the Planned Annual Premium. We will also send notice of any Premium needed to prevent termination of this policy. Premium reminder notices will be sent only while this policy is In Force. Refer to the Grace Period and Termination provision in Part 3.
Where to Pay Premiums	All Premiums are payable to Us at Our Home Office or at the place shown for payment on the Premium reminder notice.

**Right to Refund
Premiums**

We have the right to promptly refund any amount of Premium paid if We believe application of that Premium to the Policy Account Value would cause the policy to exceed its Maximum Net Amount at Risk, or if the amount of Premium would cause the policy to exceed the maximum Premium allowed under the Guideline Premium Test as specified under the Internal Revenue Code of 1986, as amended ("IRC"), or if We believe acceptance of such Premium may violate any law, rule, or regulation.

Part 3. Accounts, Values, And Charges

This part explains the Separate Account(s), the Guaranteed Principal Account, the Holding Account, and the values associated with them

Policy Account Value

The **Policy Account Value** on any Monthly Calculation Date is the Variable Account Value plus the Value of the Guaranteed Principal Account and the Value of the Holding Account.

**Net Policy Account
Value**

The **Net Policy Account Value** is the Policy Account Value less the sum of:

- any Policy Debt; and
- the surrender charge specified on this policy's Schedule Page (if any).

**Net Premium,
Premium Load**

A **Net Premium** is a Premium We receive for this policy less the Premium Load charges applicable to the Premium at the time we accept it. The Premium Load may be the sum of any or all of the following:

1. The applicable state premium tax rate or state premium tax equivalent;
2. The applicable Federal Deferred Acquisition Cost Tax rate;
3. The applicable sales load (if any);
4. A Separate Account administrative charge for the initial establishment and operation of the Separate Account(s) (if any); and
5. Other charges incurred as a result of retaining an unaffiliated money manager (if any).

Refer to the Schedule Page under Premium Information for this policy's current applicable Premium Load.

We have the right to assess the applicable state premium tax and Federal Deferred Acquisition Cost Tax if the applicable rate is in excess of the rate specified in the Schedule Page.

Allocation of Net Premiums

The allocation of each Net Premium We receive into one or more divisions of the Separate Account(s) will be subject to the Net Premium Allocation Limitations described below.

Each Net Premium We receive before the Register Date will be allocated to the [Money Market] division of the Separate Account(s), or if not available due to short term or other trading restrictions, to the Holding Account. We will process the allocation for each Net Premium We receive on and after the Register Date according to the Net Premium allocation in effect on the date of receipt subject to the Minimum [Money Market] Requirement.

The Net Premium allocation initially specified at the time of application will remain in effect until changed. Changes to the allocation must be made in writing and received at Our Home Office in Good Order. Any change in the allocation initially specified at the time of application will be subject to the Net Premium Allocation Limitations described below. The amount of each Net Premium We receive for this policy for allocation to each division of the Separate Account(s) will be applied to purchase Accumulation Units in that division. See the Purchase and Sale of Accumulation Units provision in this Part.

Net Premium Allocation Limitations

Allocations are effective upon the later of:

- 1) the first applicable Investment Date(s) following the date the allocation request is received in Good Order at our Home Office; or
- 2) the Register Date.

Each division of the Separate Account(s) may have a different Investment Date. Therefore, allocations are processed in accordance with the separate Investment Date(s) specified for each division. Net Premiums will be invested in the [Money Market] division, or if not available due to short term or other trading restrictions, in the Holding Account, until the Investment Date(s) for the specified divisions(s).

If You choose to allocate Net Premium to any division that is subject to the Minimum [Money Market] Requirement, We will subtract an amount necessary to meet the Requirement from Your total allocation and allocate the subtracted amount to the [Money Market] division. The remaining Net Premium will then be allocated as directed. If the total amount of Net Premium is less than the Minimum [Money Market] Requirement, then we will automatically allocate the entire Net Premium to the [Money Market] division. Additional information regarding The Minimum [Money Market] Requirement and the Minimum [Money Market] Amount are described in Part 3 of this policy.

[At any one time, the Policy Account Value and Net Premium may be allocated to a maximum of [one hundred] divisions of the Separate Account(s).

If You wish to invest in more than [one hundred] divisions, there must first be a transfer of 100% of the Policy Account Value from one or more of

theses divisions before allocating to a new division.]

Net Premiums may not be allocated to the Guaranteed Principal Account and may only be allocated to the Holding Account by Us if short term or other trading restrictions render the [Money Market] division unavailable.

Separate Account(s)

The **Separate Account(s)** shown on the Schedule Page is a separate investment account.

The Separate Account(s) may have several divisions available to the Owner. The divisions available to the Owner are shown on the Schedule Page. Policy Account Values held in the divisions of the Separate Account(s) are variable and are not guaranteed. Policy Account Value reflects the investment results of the Separate Account(s) shown on the Schedule Page.

We own the assets of the Separate Account(s). Those assets will only be used to support variable life insurance policies. A portion of the assets equal to the reserves and other liabilities of the Separate Account(s) will not be charged with liabilities that arise from any other business We may conduct. However, We may transfer assets that exceed the reserves and other liabilities of the Separate Account(s) to Our general account. Income and (unrealized and realized) gains and losses from each division of the Separate Account(s) are credited to or charged against that division without regard to any of Our other income, gains, or losses.

**Changes in the
Separate Account(s)**

We have the right to establish additional divisions of the Separate Account(s). Amounts allocated to any additional divisions established would be invested in those divisions. For any Separate Account(s), We have the right to substitute new divisions, add new divisions, merge existing divisions, or close any divisions to new investments.

We also reserve the right to:

- Create new segments of the Separate Account(s);
- Combine any two or more Separate Account(s);
- Substitute or merge two or more divisions of Separate Account(s);
- Register or De-register the Separate Account(s) under the Investment Company Act of 1940, as amended; and
- Change the name of the Separate Account(s).

If We close any division of the Separate Account, or the division of the Separate Account no longer has the ability to invest in securities or other instruments in which it was accustomed to investing, We will automatically transfer Policy Account Value allocated to that division to the [Money Market] division, or if not available due to short term or other trading restrictions, to the Holding Account.

Subject to applicable law, We have the right to change the investment policy of any division of the Separate Account(s) subject to the approval of the insurance supervisory official of the state of domicile of Massachusetts Mutual Life Insurance Company.

If required, the process for obtaining approval of a material change from the applicable regulatory authority will be filed with the insurance supervisory official of the state where this policy is delivered. Further, if required, We will notify the Owner if the applicable regulatory authority approves any material change.

We have the right to operate the Separate Account(s) as a managed investment company or unit investment trust, registered or exempt from registration, under the Investment Company Act of 1940, or in any other form permitted by law.

Accumulation Units

Accumulation Units are used to measure the Variable Account Value of this policy. The value of an Accumulation Unit is determined on each Asset Valuation Date for amounts allocated to the Separate Account(s). The value of any unit may vary from Asset Valuation Date to Asset Valuation Date, based upon the investment performance of the division of the Separate Account(s). For divisions of a separate account that have a Policy Level Performance Fee, we may choose to administer the division so that the value of the Accumulation Units will always be maintained as \$1.00 and units will be added or subtracted on each Asset Valuation Date to reflect investment performance of the division.

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Purchase and Sale of Accumulation Units

Accumulation Units will be purchased on the next applicable Investment Date, or sold on the next available Liquidity Date, at the unit value as of the Valuation Time (if applicable) for each respective division of the Separate Account(s). If a division of a Separate Account(s) maintains a Valuation Time, We will purchase and sell Accumulation Units for that division as of its Valuation Time.

Example: *The amount applied is \$550. The date of purchase is June 15, 20X2. The Accumulation Unit value on that date is \$10. The number of units purchased would be 55 (\$550 divided by \$10 = 55). If, instead, the Accumulation Unit value were \$11, then the amount applied would purchase 50 units (\$550 divided by \$11 = 50).*

If We receive a request for a transaction that causes Us to both sell and purchase Accumulation Units as part of the same transaction (such as a transfer request), We will first sell the Accumulation Units and thereafter purchase Accumulation Units. Accumulation Units will be sold as of the next applicable Liquidity Date. Accumulation Units will be purchased as of the first applicable Investment Date following the date the previous Accumulation Units were sold.

Any Premium received or proceeds from the sale of Accumulation Units will be kept in the [Money Market] division, or if not available due to short term or other trading restrictions, in the Holding Account, until the next applicable Investment Date(s).

When only a portion of a division's value can be determined, We may, at our sole discretion, process the transaction only with respect to that portion. The remainder of the value will be processed on the first Business Day when such a value can be determined.

We may, at our sole discretion, use an estimated value to determine charges under the policy, or to deduct charges under the policy. When an actual value is determined, an appropriate adjustment may be made to reflect the change from the estimated value to the actual value at our sole discretion.

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Variable Account Value

Variable Account Value is based on the investment performance of the Separate Account(s) and is not guaranteed.

The Variable Account Value is the total of the values of this policy's Accumulation Units in each division of the Separate Account(s). The value of this policy's Accumulation Units in a division of the Separate Account(s) is equal to the Accumulation Unit Value in that division determined as of the most recent Asset Valuation Date, multiplied by the number of those units in that division. Methodology for determining Accumulation Unit Values is discussed in Part 7.

The Variable Account Value reflects:

- The Net Premiums allocated to the Separate Account(s);
- Any amounts transferred due to loans or withdrawals to the Separate Account(s) from the Guaranteed Principal Account;

- Any amounts transferred to the Guaranteed Principal Account from the Separate Account(s);
- Any amount withdrawn from the Separate Account;
- Any Monthly Charges deducted from the Separate Account(s); and
- The net investment experience of the Separate Account(s).

Net Premiums, transfers, loans, withdrawals, and Monthly Charges are all reflected in the Variable Account Value through the purchase or sale of Accumulation Units. The net investment experience is reflected in the value of the Accumulation Units. Net Premiums and Monthly Charges are discussed in this Part. Transfers, loans and withdrawals are discussed in Part 4.

Guaranteed Principal Account

The **Guaranteed Principal Account** is part of Our general investment account. It has no connection with, and does not depend on, the investment performance of the Separate Account(s).

Value of Guaranteed Principal Account

The Value of Guaranteed Principal Account is the sum of all of the deposits or transfers to the Guaranteed Principal Account less any withdrawals plus all accrued interest less any fees and charges.

Guaranteed Principal Account Interest Crediting Rate

The **Guaranteed Principal Account Interest Crediting Rate** applicable to this policy will not be less than the minimum annual interest rate for the Guaranteed Principal Account shown in the Basis Of Computation section on the Schedule Page. Interest is earned daily.

For any Value of Guaranteed Principal Account attributable to any policy loan, the interest rate We use will be the daily equivalent of the greater of:

- The minimum annual rate; or
- The annual loan interest rate in effect on the preceding Monthly Calculation Date less a percentage not to exceed [1.50%.]

Holding Account

The **Holding Account** is part of Our general investment account. We may allocate Net Premiums or Account Value to the Holding Account when the Money Market Division is not available due to short term trading or other restrictions.

The Holding Account has no connection with, and does not depend on, the investment performance of the Separate Account(s). We will credit Account Value held in the Holding Account with interest at the Holding Account Interest Rate.

Value Of The Holding Account

The Value of the Holding Account is the sum of all of the deposits or transfers to the Holding Account less any withdrawals plus all accrued interest less any fees and charges.

Holding Account Interest Rate

The Holding Account Interest Rate is the interest rate credited on any Policy Account Value held in the Holding Account. The interest rate is an effective annual rate and is credited at the equivalent daily rate. We review this rate regularly and may reset this rate prospectively as frequently as four times per year. The Holding Account Interest Rate is guaranteed to not be less than 1% per annum.

Monthly Charges

Monthly Charges will be deducted from the Policy Account Value. The charges are due on each Monthly Calculation Date.

If Your policy maintains Policy Account Value in any division of the Separate Account(s) that is subject to the Minimum [Money Market] Requirement, then the charges will be taken from the [Money Market] division. If there are insufficient assets in the [Money Market] division, charges will be taken from the division of the Separate Account(s) maintaining the next available Liquidity Date. If that division contains less than the amount of the charges that are due, We will take the charges from the division of the Separate Account(s) maintaining the next available Liquidity Date. If the next available Liquidity Date is shared by more than one division of the Separate Account(s), then charges will be taken in proportion to the Policy Account Values in each of those divisions. We will continue to go to the next available division of the Separate Account(s) until all Monthly Charges have been deducted.

If Your policy does not maintain Policy Account Value in any division of the Separate Account(s) that is subject to the Minimum [Money Market] Requirement, then the charges will be taken from the Holding Account, if applicable, or from the divisions of the Separate Account(s) in proportion to the Policy Account Value in each of those divisions

For each Monthly Calculation Date, deductions will be due based upon values determined on the last or most recent Asset Valuation Date.

We assess Monthly Charges of six types:

1. **Administrative Charge** - The amount of this charge will be determined by Us. In no case, however, will it be greater than the maximum charge shown on the Schedule Page.
2. **Face Amount Charge** - The amount of this charge will be determined by Us. In no case, however, will it be greater than the maximum charge shown on the Schedule Page.
3. **Mortality Charge** - The maximum monthly mortality charge for each \$1,000 of insurance for non-standard risks is shown in the Table Of Maximum Monthly Mortality Charges. Maximum charges will be adjusted for any substandard risks as shown on the Schedule Page.

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We may charge less than the maximum charges described above. The amount of insurance that requires a charge is determined as follows. This computation is made as of the Monthly Calculation Date.

- a. We compute the Policy Account Value as of the Monthly Calculation Date.
 - b. We make an estimated calculation of benefit in effect. For purposes of making this calculation We:
 - Determine the Death Benefit Option in effect (as discussed in the death benefit provision in Part 5), and
 - Assume the Insured's death had occurred on the Monthly Calculation Date, and
 - Assume all Liquidity Dates coincide with the Monthly Calculation Date.
 - c. We divide the amount of benefit determined in (b) above by the sum of one plus the monthly equivalent (expressed as a decimal fraction) of the minimum annual interest rate for the Guaranteed Principal Account shown in the Basis Of Computation section on the Schedule Page.
 - d. We subtract the Policy Account Value computed in (a) above from the amount determined in (c) above. The result is the amount of insurance that requires a charge.
4. **Rider Charge (if applicable)** - The Monthly Charges for any rider(s) are shown in a table of charges for that rider.
 5. **Separate Account Administrative Charge** - This charge is for the establishment and operation of the Separate Account(s). The Separate Account Administrative Charge is shown on the Schedule Page.

Asset Load Charge - The Asset Load Charge is guaranteed not to exceed the amount specified on the Schedule Page. It is charged to the Policy Account Value on each Monthly Calculation Date.

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Minimum [Money Market] Requirement

Your policy may allow Net Premium allocations to or transfers to certain Separate Account division(s) that are subject to the Minimum [Money Market] Requirement. The Separate Account Information Section of the Schedule Page indicates those division(s) available under Your policy that are subject to this Requirement.

The Minimum [Money Market] Requirement requires Your policy to maintain the Minimum [Money Market] Amount in the [Money Market] division. The Minimum [Money Market] Amount is equal to the sum of [thirty six months] of Monthly Charges under your policy.

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If You elect to allocate Net Premium or transfer Policy Account Value to a division that is subject to the Minimum [Money Market] Requirement, then We will automatically adjust the elected transaction in order to meet the Requirement. If You choose to allocate Net Premium to any division that is subject to the Requirement, We will subtract the amount necessary to meet the Requirement from Your total allocation and allocate the subtracted amount to the [Money Market] division. The remaining Net Premium will then be allocated as directed. If the total amount of Net Premium is less

than the Minimum [Money Market] Amount, then we will automatically allocate the entire Net Premium to the [Money Market] division.

If Your policy maintains any Policy Account Value in any division that is subject to the Minimum [Money Market] Requirement, then any transfers of Policy Account Value are limited to amounts in excess of the Minimum [Money Market] Amount.

▼ We will modify the transfer request by subtracting an amount necessary to meet the Requirement and then transferring this amount to the [Money Market] division.▼

The remaining amount will then be transferred as directed. If the total amount of the transfer request is less than the amount necessary to meet the Requirement, then We will not consider the transfer request to be in Good Order.

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Deleted: If Your transfer request involves a transfer from two or more divisions, we will subtract the amount necessary to meet the Requirement pro rata from the requested transfer amounts.¶

If Your policy maintains Policy Account Value in any division subject to the Minimum [Money Market] Requirement, then it must meet the Requirement on each Policy Anniversary. In order to ensure that Your policy meets the Requirement on each Policy Anniversary, We will automatically make certain transfers among the divisions of the Separate Account.

If Your policy does not meet the Requirement on the Policy Anniversary We will transfer, on the first Liquidity Date succeeding the Policy Anniversary Date, an amount sufficient for the [Money Market] division to reach the Minimum [Money Market] Amount. The amount will be transferred from the division of the Separate Account(s) maintaining the first Liquidity Date immediately succeeding the Policy Anniversary Date. If such a Liquidity Date is shared by more than one division of the Separate Account(s), We will transfer an amount in proportion to the Policy Account Values maintained in those divisions.

If such division(s) do not contain enough to meet the Requirement, then the remaining amount will be transferred from the division(s) maintaining the next succeeding Liquidity Date.

Upon an increase in selected face amount, withdrawal, loan or change in death benefit option, the Minimum [Money Market] Amount will be recalculated. If Your policy maintains less than the recalculated Minimum [Money Market] Amount in the [Money Market] division, We reserve the right to transfer an amount of Policy Account Value sufficient to cover the new Minimum [Money Market] Amount into the division.

In addition to a recalculation prompted by an increase in face amount, withdrawal, loan or change in death benefit option and the recalculation at Policy Anniversary, to ensure that Your policy continues to meet the Minimum Money Market Requirement, We will monitor the policy's adherence to the Minimum Money Market Requirement and reserve the right to establish a recalculated Minimum [Money Market] Amount up to four (4) times per year and at such time transfer Policy Account Value into the [Money Market] division to meet the Minimum Money Market

Grace Period and Termination

Requirement.

This policy may terminate without value if the Net Policy Account Value on any Monthly Calculation Date cannot cover the Monthly Charges due on that date. However, We allow a **Grace Period** for payment of the amount of Premium needed to avoid termination.

The Grace Period begins on the date the Monthly Charges are due. It ends 61 days after the date the Grace Period began, or if later, 31 days after We mail a written notice to the Owner and to any assignee shown in Our records at their last known addresses.

This notice will state the amount of Premium needed to avoid termination.

During the Grace Period, this policy will remain In Force. If the Insured dies during the Grace Period, any unpaid Monthly Charge needed to avoid termination will be deducted from the death benefit (see the Amount of Death Benefit provision in Part 5).

This policy will terminate without value if We do not receive payment of the required amount by the end of the Grace Period.

While there is a loan outstanding on this policy, Our right to terminate this policy under the terms of the Maximum Policy Debt provision (see Part 4) applies in addition to Our right under this provision.

Deleted: If Your policy maintains any Policy Account Value in any division that is subject to the Minimum [Money Market] Requirement, then any transfers from the [Money Market] division are limited to amounts in excess of the Minimum [Money Market] Amount.¶

Part 4. Life Benefits

As long as this policy remains In Force, it provides rights and benefits while the Insured is living, called **Life Benefits** as well as after the Insured dies, called the Death Benefit. Life Benefits are explained in this Part and the Death Benefit is explained in Part 5.

Rights of Owner

While the Insured is living, the Owner may exercise all rights provided by this policy or allowed by Us. These rights, subject to Our consent as applicable, include: assigning this policy; changing beneficiaries; changing ownership; taking advantage of all policy benefits; and exercising all policy options. These rights are explained further in this Part.

Assigning This Policy

Assignment means that You have elected to have another party own a portion or all of this policy. This policy may be Assigned only with Our consent.

Our consent is solely within Our discretion. In no event will We consent to an assignment if such assignment would tend to call into question the availability of Section 4(2) and/or Regulation D under the Securities Act of 1933 to the offering or Sections 3(c)(1) and 3(c)(7) under the Investment Company Act of 1940 to the separate account.

For any Assignment to be binding on Us, We must receive a signed copy of an assignment request at Our Home Office in a form satisfactory to Us. We are not responsible for the validity of any Assignment.

Once We receive a signed satisfactory copy of an assignment request, the rights of the Owner and the interest of any Beneficiary or any other person will be subject to the Assignment. An Assignment is subject to any Policy Debt. See the Borrowing On This Policy provision in this Part for a discussion of Policy Debt.

**Changing The Owner
or Beneficiary**

The Owner or Beneficiary may be changed during the Insured's lifetime only with Our consent. We do not limit the number of changes that may be made.

To make a change in Owner or Beneficiary, a written request satisfactory to Us must be received at Our Home Office. If accepted, the change will take effect as of the date the request is signed, even if the Insured dies before We receive it. Each change will be subject to any payment We made or other action We took before receiving the request.

We may permit the transfer of ownership, but this decision is solely within Our discretion. In no event will We approve the transfer of ownership if such transfer would tend to call into question the availability of Section 4(2) and/or Regulation D under the Securities Act of 1933 to the offering or Sections 3(c)(1) and 3(c)(7) under the Investment Company Act of 1940 to the separate account.

**Involuntary
Withdrawal from
Policy Account Value**

Your policy contains a Maximum Net Amount At Risk as shown on the policy Schedule Page. We have the right to make withdrawals from Policy Account Value and distribute the withdrawals to You without prior notice to You and without Your consent if We believe such withdrawals to be necessary in order to prevent Your policy from exceeding its Maximum Net Amount At Risk. We will withdraw Policy Account Value from the division(s) of the Separate Account maintaining the next available Liquidity Date, subject to the Minimum [Money Market] Requirement.

Transfers of Values

Transfers of values may be made under this policy. Such transfers are subject to the Transfer Limitations and Transaction Limitations described in this Part. These transfers are a transfer of values between divisions of the Separate Account(s). These transfers will be made by selling all or part of the Accumulation Units in a division and applying the value of the units sold to purchase units in any other division.

If We receive a request for a transfer, We will first sell and then purchase Accumulation Units to accomplish the transfer. Transfers are processed by liquidating the Policy Account Value from the requested division of the Separate Account(s) as of the next available Liquidity Date. Thereafter, an allocation is made to the allocated division of the Separate Account as of the next available Investment Date.

If the applicable Investment Date does not immediately succeed the applicable Liquidity Date, the liquidated funds will be transferred into the [Money Market] division, or if not available due to short term or other trading restrictions, into the Holding Account, until the next available Investment Date of the specified division.

Transfer Limitations

Transfers among the divisions of the Separate Account(s) are limited to [twelve] per year. This limitation does not apply to transfers resulting from a policy loan.

No Policy Account Values may be transferred into the Guaranteed Principal Account except to effect a policy loan and We may only transfer Policy Account Values into the Holding Account if short term trading or other restrictions render the [Money Market] division unavailable.

[At any one time, the Policy Account Value may be allocated to no more than [one hundred] divisions of the Separate Account(s). To transfer Policy Account Value to a [one hundred and first] division of the Separate Account(s), a transfer of 100% of the Policy Account Value from one or more of the [one hundred] division(s) to which allocations are currently made will be required.]

Transfer requests will be processed by liquidating the Policy Account Value from the requested division(s) of the Separate Account(s) as of that division's first available Liquidity Date.

The liquidated funds from the requested division(s) will be transferred into the [Money Market] division, or if not available due to short term or other trading restrictions, into the Holding Account, until the first available Investment Date(s) of the newly allocated division(s). Thereafter, the allocation(s) will be made to the newly allocated division(s) of the Separate Account as of the applicable Investment Date(s).

Transfer requests may be modified to meet the Minimum [Money Market] Requirement. Additional information regarding the Minimum [Money Market] Requirement and the Minimum [Money Market] Amount is described in Part 3 of this policy.

We reserve the right to retain the Policy Account Value among the various divisions to comply with Internal Revenue Code Section 817(h) or as subsequently amended and all rules, regulations, and interpretations promulgated thereunder, as amended.

Transaction Limitations

All transfers, withdrawals, surrenders, or loans from the Separate Account are processed by liquidating the Policy Account Value from the specified division of the Separate Account(s) as of the first available Liquidity Date succeeding the date We receive the transaction request from the Owner in Good Order. Thereafter, if an allocation is made to another division of the Separate Account (as with a transfer), the allocation will be made as of the allocated division's first available Investment Date(s).

Policy Is Non-Participating

Policy is Not Participating

This policy is not participating, which means it will not share in any dividends We pay or any surplus We may accrue by this or any other policies.

Deleted: Transfers to and from any division of the Separate Account(s) may be restricted up to [ninety days] after We receive the initial transfer election to any division from the Owner in Good Order.

Surrendering This Policy and Making Withdrawals

Right to Surrender	This policy may be surrendered for its Cash Surrender Value. After this policy is surrendered, it will no longer be In Force. Surrender will be effective upon Our receipt of Your election to surrender the Policy in Good Order. On the effective date of the surrender, We will process the surrender by liquidating the portions of the Policy Account Value allocated to each division of the Separate Account(s) as of each division's next available Liquidity Date.
Cash Surrender Value	The Cash Surrender Value is equal to the Net Policy Account Value as of the date of Our receipt of Your request to surrender in Good Order, plus or minus any net investment experience from the date We receive such request to the next Liquidity Date for each division of the Separate Account(s).
Requesting Withdrawals	<p>While the Insured is living, withdrawals may be requested starting six months after the Issue Date. The request for a withdrawal is subject to the Transaction Limitations described in this Part. For any withdrawal from the Separate Account(s), the request must also state the division (or divisions) from which the withdrawal will be made.</p> <p>All withdrawals are subject to the Minimum [Money Market] Requirement and the Transaction Limitations. We will withdraw the amount from the division with the first available Liquidity Date succeeding the date We receive the withdrawal request in Good Order. If the next available Liquidity Date closest to the date We receive the withdrawal request is shared by more than one division, We will process the withdrawal in proportion to the Policy Account Value in each of those divisions of the Separate Account(s).</p> <p>Withdrawals from a division (or divisions) of the Separate Account(s) will be made by selling a sufficient number of Accumulation Units to provide the amount of the withdrawal. The minimum amount of a withdrawal from the policy is \$25,000; and can never exceed the Maximum Withdrawal Available as described in this Part.</p> <p>The Selected Face Amount will be reduced upon withdrawal if Death Benefit Option one is in effect for this policy on the withdrawal date.</p> <p>Example: <i>Just before the withdrawal, this policy has a Selected Face Amount of \$1,000,000 and a Policy Account Value of \$500,000. If You make a withdrawal of \$50,000, the Policy Account Value would be reduced to \$ 450,000. For Death Benefit Option 1 the Selected Face Amount will be reduced to \$ 950,000.</i></p>
How We Pay	Withdrawals and surrenders may be processed over a period of time and paid in more than one sum because of the different Liquidity Dates maintained by each division of the Separate Account(s). Withdrawals and surrenders are subject to the Transaction Limitations described in this Part. If the entire policy is surrendered, the Cash Surrender Value may be paid in cash, or it may be applied under any payment option elected. See Part 6 for a description of the Payment Options. The total withdrawal amount may be

adjusted to meet the Maximum Withdrawal Available provision below.

We may delay processing any surrender or withdrawal request from the Separate Account(s) [for up to 90 days]. We may extend this delay during any period that:

- Our Home Office is closed, the asset managers are not able to provide us with fund values, or the asset managers are not able to execute our purchase and sales instructions;
- The New York Stock Exchange (or its successor) is closed, except for normal weekend or holiday closings, or trading is restricted; or
- The Securities and Exchange Commission (or its successor) determines that a state of emergency exists.

Maximum Withdrawal Available

There is a maximum amount that can be withdrawn. It is the Net Policy Account Value on the date(s) the withdrawal is processed and reduced by:

- Interest due on any outstanding Policy Debt as of the next Policy Anniversary Date; and
- An amount equal to the most recent Monthly Charge, multiplied by [thirty six,]

Deleted: eighteen

Borrowing On This Policy

Right to Borrow on This Policy

Loans can be made on this policy starting six months after the policy Issue Date, subject to the Transaction Limitations described in Part 4 of this policy. The minimum amount of a loan is [\$100,000]. However, this policy must be properly assigned to Us before the loan is made. No other collateral is needed.

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Policy Debt

Policy Debt refers to all outstanding loans plus accrued interest on this policy.

Effect of Policy Loan

A loan is attributed to the divisions of the Separate Account(s) as specified by the Owner. The amount of the loan attributed to each division of the Separate Account(s) will be transferred to the Guaranteed Principal Account. A loan attributed to a division that is subject to the Minimum [Money Market] Requirement is limited to amounts in excess of the Minimum [Money Market] Amount. Any such transfer is made by selling Accumulation Units in the division and applying the value of those units to the Guaranteed Principal Account on the date(s) the loan is processed. Any interest added to the loan will be treated as a new loan under this provision.

Since the divisions of the Separate Account(s) maintain different Liquidity Dates, a loan request that is attributable to different divisions of the Separate Account(s) will be processed as of each division's next available Liquidity Date. We will continue to process the loan request (subject to the Minimum [Money Market] Requirement) until the total requested loan amount has been disbursed. The total loan amount may be adjusted to meet the Maximum Loan Available provision below.

The amount equal to any outstanding policy loans will be held in the

Guaranteed Principal Account, and will earn interest as described in the Guaranteed Principal Account Interest Crediting Rate provision.

Maximum Loan Available

There is a maximum amount that can be borrowed. It is 90% of the Net Policy Account Value on the date(s) the loan is processed and reduced by:

- Interest due on the loan being made and interest due on any outstanding Policy Debt as of the next Policy Anniversary Date; and
- An amount equal to the most recent Monthly Charge, multiplied by [thirty six,]

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Interest

Interest on loans accrues (builds up) each day and becomes part of the Policy Debt as it accrues. Policy loan interest is not due in advance. Interest is due on each Policy Anniversary Date. If interest is not paid when due, it will be added to the outstanding loan.

Example: *You have a loan of \$100,000. The interest due on the Policy Anniversary Date is \$6,000. If it is not paid on that date, We will add it to the existing Policy Debt. The Policy Debt will then be \$106,000 and interest will be charged on this amount from then on.*

The type of interest rate on any policy loan is elected by the Owner when the first policy loan is requested and cannot be changed. Two types of interest rates available are:

1. A fixed interest rate of 4.50% per year; and
2. An adjustable interest rate. The adjustable interest rate is expressed as an annual rate set by Us. This rate may change from year to year. Each year We will set the rate that will apply for the next Policy Year. The rate will apply to all Policy Debt under this policy.

Each year there is a maximum limit on the adjustable interest rate We can set. That limit is based on a Published Monthly Average Yield. That Average will be:

- The Monthly Average Corporate Yield shown in Moody's Corporate Bond Yield Averages, as published by Moody's Investors Service, Inc., or any successor to that Service; or
- If that Monthly Average Corporate Yield is no longer published, a substantially similar average, established by regulation issued by the insurance supervisory official of the state where this policy was delivered.

The maximum limit is the Published Monthly Average Yield for the calendar month ending two months before the Policy Year begins, or the minimum annual interest rate for the Guaranteed Principal Account shown in the Basis Of Computation on the Schedule Page plus 1.50%, whichever is higher.

Example: *A Policy Year begins on June 15, 20X2. The calendar month ending two months before that date is March. The loan interest rate for the Policy Year beginning June 15, 20X2 will not be greater than the Published Monthly Average for March, 20X2. However, if the Basis Of Computation's annual interest rate (plus 1.50%) is higher than the Average, then that rate (plus 1.50%) will be the maximum loan interest rate for that Policy Year.*

If the maximum limit on the adjustable loan rate for a Policy Year is at least 1/2% higher than the rate in effect for the previous year, We may increase the rate to not more than the maximum limit.

If the maximum limit on the adjustable loan rate for a Policy Year is at least 1/2% lower than the rate in effect for the previous year, We must decrease the rate to not more than the maximum limit.

We will notify the Owner of the initial rate on a loan at the time the loan is made.

If an adjustable loan interest rate has been elected and a loan is outstanding, We will send the Owner reasonable notice of any change in the interest rate.

Any notice We send will state that the loan interest rate is adjustable and will set forth the frequency at which changes in the rate may be made.

Maximum Policy Debt

The **Maximum Policy Debt** (which includes accrued interest) may not exceed the Policy Account Value less any applicable surrender charge. If this limit is reached, We can terminate this policy. To terminate for this reason We must mail written notice to the Owner and any assignee shown on Our records at their last known addresses. This notice will state the amount needed to bring this Policy Debt back within the limit. If We do not receive payment within 31 days after the date We mailed the notice, this policy will terminate without value at the end of those 31 days.

Repayment of a Policy Debt

All or part of any Policy Debt may be repaid at any time while this policy is In Force.

Any repayment of Policy Debt will result in the transfer of the Value of Guaranteed Principal Account out of the Guaranteed Principal Account and the application of those values based on the premium allocation in effect on the date of repayment. Transfers are subject to the Minimum [Money Market] Requirement described in Part 3 and Transfer Limitations described in this Part.

Other Borrowing Rules

We may delay the granting of any loan attributable to the Separate Account(s) [until the next available Liquidity Date(s) of the division(s) specified by the Owner for the loan]. We may extend this delay during any period that:

Deleted: up to 90 days

- Our Home Office is closed, the investment managers are not able to provide us with fund values, or the investment managers are not able to execute our purchase and sales instructions;
- The New York Stock Exchange (or its successor) is closed, except for normal weekend or holiday closings, or trading is restricted; or
- The Securities and Exchange Commission (or its successor) determines that a state of emergency exists.

Reinstating This Policy

Reinstatement

Reinstatement means that this policy has been put back In Force after it has been terminated. However, this policy cannot be Reinstated if it has been fully surrendered for its Cash Surrender Value. Reinstatement must be made within five years after the date of termination and during the Insured's lifetime.

Requirements to Reinstatement

Evidence of insurability satisfactory to Us is required to Reinstatement. A Net Premium is also required as a cost to reinstate. That Net Premium must be no less than the amount necessary to produce a Variable Account Value equal to [thirty six] times the Monthly Charges due on the Monthly Calculation Date that is on, or next follows, the date of Reinstatement.

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Change In The Selected Face Amount

Increases in the Selected Face Amount

While this policy is In Force, the Selected Face Amount may be increased upon written application. Evidence of insurability, satisfactory to Us, may be required for each increase. Any increase must be for at least the amount shown on the Schedule Page.

Any increase in the Selected Face Amount will be effective on the Monthly Calculation Date which is on, or next follows, the later of:

- The date 15 days after a written request for such change has been received and approved by Us; or
- The requested effective date of the change.

Mortality charges for each increase are determined and deducted from the Policy Account Value in accordance with the Monthly Charges provision. These charges are due from the Policy Account Value beginning on the effective date of the increase. Increases will also cause Us to recalculate the Minimum [Money Market] Amount applicable to Your policy described in Part 3.

**Limitations on
Increases**

No increase in the Selected Face Amount can become effective:

- After the Policy Anniversary Date nearest the Insured's 85th birthday; or
- If the increase will cause the Net Amount at Risk to exceed the Maximum Net Amount At Risk as shown on the Schedule Page.

Deleted: <#>Within six months after the Policy Date; or¶
<#>Within six months after any previous increase; or¶

Evidence of Increases

If the Selected Face Amount is increased We will send a copy of the application for the increase and an amended Schedule Page reflecting that increase to the Owner. We will also send any updates to the Table pages that may be required. However, We have the right to require that this policy be sent to Us so that these changes can be made before We effect the increase.

**Decreases in the
Selected Face Amount**

While this policy is In Force, the Selected Face Amount may be decreased upon written application satisfactory to Us. The resulting Selected Face Amount must be at least \$50,000.

Any decrease in the Selected Face Amount will be effective on the Monthly Calculation Date which is on, or next follows, the later of:

- The date 15 days after written request for such change has been received and approved by Us; or
- The requested effective date of the change.

A decrease in the Selected Face Amount is allowed only once per Policy Year.

Reports To Owner**Annual Report to the
Owner**

Each year, within 30 days after the Policy Anniversary Date, We will mail an Annual Report to the Owner. There will be no charge for this report. This report will show the Policy Account Value at the beginning of the previous Policy Year and all Premiums paid during that year. It will also show the additions to, and deductions from, the Policy Account Value during that year, and the Policy Account Value, death benefit, Net Policy Account Value, and Policy Debt as of the last Policy Anniversary Date.

This report will also include any additional information required by applicable law or regulation.

**Illustrative Report to
the Owner**

We will, upon request after the first Policy Year, send an illustrative report of values to the Owner. We will not charge a fee for providing an illustrative report on an annual basis. If the Owner requests illustrative reports more frequently, We may charge a reasonable fee, not to exceed \$25, for those additional reports.

Part 5. The Death Benefit

This Part explains the death benefit available under this policy. The death benefit is the amount of money We will pay when We receive due proof at Our Home Office that the Insured died while this policy was In Force. We discuss the death benefit in this Part.

Policy Liquidation Value

The Policy Liquidation Value is determined by adding together Policy Account Values as of certain time frames. The time frames We use may be different for each division of the Separate Account as compared to the Guaranteed Principal Account and the Holding Account. We determine the Value of the Guaranteed Principal Account and the Holding Account on the date of the Insured's death.

We determine the value of each division of the Separate Account as of each division's next available Liquidity Date on or succeeding the date of the Insured's death. We then add all these values together, which We call the Policy Liquidation Value.

Death Benefit Options

Two Death Benefit Options are available under this policy. The Death Benefit Option and the Selected Face Amount in effect for this policy are shown on the Schedule Page. We reserve the right to reduce the Selected Face Amount to meet the Maximum Net Amount At Risk limit also specified on the Schedule Page.

We have the right to change your Death Benefit Option from Option #1 to Option #2 in order to maintain Your policy's Maximum Net Amount At Risk. We will make this change if decreases in Policy Account Value cause Your policy to exceed its Maximum Net Amount At Risk. If We make this change, We will adjust Your Selected Face Amount so that it equals the Policy's Maximum Net Amount At Risk. The Minimum Face Amount and Changes in Death Benefit Options are discussed in the next section.

Death Benefit Option #1 - Under this option, the amount of benefit is the greater of:

- The Selected Face Amount in effect on the date of death; or
- The Minimum Face Amount.

Death Benefit Option #2 - Under this option, the amount of benefit is the greater of:

- The Selected Face Amount in effect on the date of death plus the Policy Liquidation Value; or
- The Minimum Face Amount.

Minimum Face Amount

This policy has a **Minimum Face Amount**. The Minimum Face Amount is payable upon the death of the Insured.

The Minimum Face Amount is a percentage of the Policy Liquidation

Value. The percentage for each Policy Year is shown in the Table Of Minimum Face Amount Percentages. The applicable percentage will be for the Policy Year in which the Insured's death occurs. We apply the applicable percentage against the Policy Liquidation Value. In no event will the Net Amount at Risk exceed this Policy's Maximum Net Amount At Risk as shown on the Schedule Page.

Example: *The date of death is May 15, 20X2. The Minimum Face Amount is determined on June 15, 20X2. This is the last applicable Liquidity Date for the divisions of the Separate Account in which the Policy is invested. The Policy Liquidation Value on June 15, 20X2 is \$500,000.*

The last Policy Anniversary Date was May 2, 20X2. The applicable Minimum Face Amount Percentage for the Policy Year beginning May 2, 20X2 is 260%. Therefore, the Minimum Face Amount is 260% of \$500,000, or \$1,300,000

Net Amount at Risk

The Net Amount at Risk is the amount of "pure" insurance protection provided by Us.

For Death Benefit Option #1 it is the greater of:

- (a) the Selected Face Amount minus the Policy Liquidation Value, or
- (b) the Minimum Face Amount minus the Policy Liquidation Value

For Death Benefit Option #2, it is the greater of:

- (a) the Selected Face Amount, or
- (b) the Minimum Face Amount minus the Policy Liquidation Value.

Your policy contains a Maximum Net Amount At Risk. The Maximum Net Amount At Risk is shown on the policy Schedule Page. We calculate the net amount at risk for purposes of determining whether the policy has reached its Maximum Net Amount At Risk as follows:

For Death Benefit Option #1 We calculate the greater of:

- (a) the Selected Face Amount minus the Policy Account Value or
- (b) the Minimum Face Amount minus the Policy Account Value.

For Death Benefit Option #2, We calculate the greater of:

- (a) the Selected Face Amount or
- (b) the Minimum Face Amount minus the Policy Account Value.

Changes in the Death Benefit Option

While this policy is in force, you may change the Death Benefit Option from Option #2 to Option #1. We will require a written request in Good Order before We make the change.

This change in the Death Benefit Option will take effect on the Policy

Anniversary Date on or next following the later of:

- The date 15 days after a written request for such change has been received and approved by Us; or
- The requested effective date of the change.

If the Death Benefit Option or the Selected Face Amount is changed, We will send the Owner new Schedule Pages to attach to this policy.

**Payment and
Adjustments to Death
Benefit Amounts**

We will pay the Death Benefit Option in effect on the Insured's death. However, We will only do so if the Insured dies while this policy is In force. We will make payment as of the following time periods and with the following adjustments.

We adjust the benefit for any policy transactions You initiated that occur beyond the date of death.

If We receive the death claim in Good Order after the date We can determine the Policy Liquidation Value, We will pay the death benefit in a single sum. We may instead apply the sum toward a settlement option if We receive such a request from You in Good Order. We will pay this death benefit within seven days after the date We receive the death claim in Good Order (and all other requirements necessary for Us to make payment). The death benefit amount that We will pay shall be adjusted by:

- Subtracting any Policy Debt; and
- Adding any Monthly Charge in excess of the Separate Account Administrative Charge (if any) that applies to a period beyond the date of death; and
- Subtracting any unpaid Monthly Charges to the date of death.

If We receive the death claim in Good Order prior to the date We can determine the Policy Liquidation Value, We will pay the death benefit over a series of payments. However, We must first receive all other requirements necessary for Us to make payment.

- Once We receive the death claim in Good Order, We will make the following Initial Payment Computation. We make the computation as of the date of the Insured's death:
- We will compute any Policy Account Value derived from the Guaranteed Principal Account and the Holding Account. We will adjust this amount by:
 - Subtracting any Policy Debt; and
 - Adding any Monthly Charge in excess of the Separate Account Administrative Charge (if any) that applies to a period beyond the date of death; and
 - Subtracting any unpaid Monthly Charges to the date of death.
- We will pay the Initial Payment Computation portion of the death benefit (to the extent it results in a positive amount) within seven

days after the date We receive the death claim in Good Order (and all other requirements necessary for Us to make payment).

- If the Initial Payment Computation results in a negative amount, We will apply the negative amount towards any Subsequent Payment Computation portion of the death benefit.
- We will make Subsequent Payment Computations as of each Separate Account division's next available Liquidity Date on or succeeding the date of death. However, this excludes the last applicable Liquidity Date. The Subsequent Payment Computations are as follows:
 - We will compute the portion of Variable Account Value determined on the next available Liquidity Date, and
 - We will apply negative amounts (if any) remaining from the Initial Payment Computation and any prior Subsequent Payment Computation(s).

We will pay each Subsequent Payment Computation portion of the death benefit (to the extent it results in a positive amount) within seven days of the later of:

- The Liquidity Date related to the Subsequent Payment Computation, or
- The date We receive the death claim in Good Order (and all other requirements necessary for Us to make payment).
- On the last applicable Liquidity Date, We will make a Final Payment Computation as follows:
 - We will compute the portion of Variable Account Value determined as of the last applicable Liquidity Date, and
 - We will add the Net Amount at Risk portion of the death benefit, and
 - We will apply negative amounts (if any) remaining from the Initial Payment Computation and any Subsequent Payment Computation(s).
- We will then pay the resulting Final Payment Computation portion of the death benefit within seven days after the date We receive the death claim in Good Order (and all other requirements necessary for Us to make payment).

We may delay processing the portion of the death benefit derived from Variable Account Value [for up to 90 days]. We may extend this delay during any period that:

- Our Home Office is closed, the investment managers are not able to provide us with fund values, or the investment managers are not able to execute our purchase and sales instructions;

- The New York Stock Exchange (or its successor) is closed, except for normal weekend or holiday closings, or trading is restricted; or
- The Securities and Exchange Commission (or its successor) determines that a state of emergency exists.

Interest on Death Benefit

We will add interest on the death benefit beginning upon the latest of the following dates:

- the date We receive due proof of death in Good Order (and all other requirements necessary for Us to make payment),
- the date We can determine the Policy Liquidation Value.

The interest bearing period shall end upon latest of the following dates:

- the date we make the payment of the death benefit (if payable by Us in a single sum),
- the date We pay the Final Payment Computation portion of the death benefit, and
- the date We apply any portion of the death benefit under a payment option.

If the death benefit is not paid within 30 days after the date We receive written due proof of the death in Good Order then, the interest provided in this provision will be at the rate of 8% per year or the rate that would be paid under Option 3, whichever is greater. See Part 6 for a description of Option 3.

Part 6. Payment Options

Availability Of Options

This section explains the different options available to You for death benefits or payment of Cash Surrender Value.

These are Optional Methods of Settlement. They provide alternate ways in which payment can be made.

Upon death or full surrender, all or part of the death benefit or Cash Surrender Value may be applied under any payment option. If this policy is assigned, any amount due to the assignee will be paid in one sum. The balance, if any, may be applied under any payment option.

Minimum Amounts

If the amount to be applied under any option for any one person is less than \$10,000, we may pay the amount in one sum instead. If the payments under any option come to less than \$100 each, we have the right to make payments at less-frequent intervals.

Description Of Options

Our regular payment options are Options 1 through 6. They are described in terms of monthly payments. Annual, semiannual, or quarterly payments may be requested instead.

The Payment Option Rates tables are shown at the end of this section.

- Option 1** **Installments For A Specified Period.** Equal monthly payments will be made for any period selected, up to 30 years. The amount of each payment depends on the total amount applied, the period selected, and the monthly income rates we are using when the first payment is due. See the Option 1. Installments For A Specified Period table for the minimum monthly income rates.
- Option 2** **Life Income.** Equal monthly payments will be based on the life of a named person. Payments will continue for the lifetime of that person. Income with or without a minimum payment period may be elected. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named person's age, satisfactory to us, will be required. See the Option 2. Life Income tables for the minimum monthly income rates.
- Option 3** **Interest.** We will hold any amount applied under this option. Interest on the amount will be paid at an effective annual rate determined by us. This rate will not be less than 1%.
- Option 4** **Installments Of Specified Amount.** Each payment will be made for an agreed fixed amount. The total amount paid during the first year must be at least 6% of the total amount applied. Interest will be credited each month on the unpaid balance and added to it. This interest will be at an effective annual rate determined by us, but not less than 1%. Payments continue until the balance we hold is reduced to an amount less than the agreed fixed amount. The last payment will be for the balance only.
- Option 5** **Life Income With Payments Guaranteed For Amount Applied.** Equal monthly payments will be based on the life of a named person. Payments will be made until the total amount paid equals the amount applied, and as long thereafter as the named person lives. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named person's age, satisfactory to us, will be required. See the Option 5. Life Income With Payments Guaranteed For Amount Applied tables for the minimum monthly income rates.
- Option 6** **Joint Life Income With Reduced Payments To Survivor.** Monthly payments will be based on the lives of two named persons. Payments at the initial level will continue while both are living or for 10 years if longer. When one dies (but not before the 10 years has elapsed), payments are reduced by one-third and will continue at that level for the lifetime of the other. After the 10 years has elapsed, payments stop when both named persons have died. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named persons' ages, satisfactory to us, will be required. See the Option 6. Joint Life Income With Reduced Payments To Survivor tables for the minimum monthly income rates.

Electing a Payment Option

To elect any option, We require that a written request, satisfactory to Us, be received at Our Home Office. The Owner may elect an option during the Insured's lifetime. If the death benefit is payable in a single or series of sums when the Insured dies, the Beneficiary may elect an option with Our consent. Options for any amount payable to an association, corporation, partnership or fiduciary are available with Our consent. However, a corporation or partnership may apply any amount payable to it under Option 2, 5, or 6 if the option payments are based on the life or lives of the Insured, the Insured's spouse, any child of the Insured, or any other person agreed to by Us.

Settlement Option Effective Date and Settlement Option Payment Date(s)

The **Settlement Option Effective Date** is the date an amount is applied under the particular settlement option chosen. When used for settling a death benefit, this is the date We receive due proof of the Insured's death and any other requirements necessary for us to make payment at Our Home Office. When used for settling the Cash Surrender Value, it is the effective date of surrender.

The first payment under the settlement option is due on the Option Effective date, except the first payment under Option 3 is due one month later. A later date for the first payment may be requested in the payment option election. All payment dates will fall on the same day of the month as the first one. No payment will become due until a payment date. No part payment will be made for any period shorter than the time between payment dates.

Example: *Monthly payments of \$100 are being made to your son on the 1st of each month. He dies on the 10th. No part payment is due to your son or his estate for the period between the 1st and the 10th.*

Withdrawals and Changes

If provided in the payment option election, all or part of the unpaid balance under Options 3 or 4 may be withdrawn or applied under any other option.

If the Cash Surrender Value is applied under Option 3 or 4, We may delay processing any withdrawal for up to six months. We may also delay [for up to 90 days] processing any surrender or withdrawal value from the Separate Account(s). Interest at the rate in effect for Option 3 during this period will be paid on the amount withdrawn.

Income Protection

To the extent permitted by law, each Option Payment and any withdrawal shall be free from legal process and the claim of any creditor of the person entitled to them. No Option Payment and no amount held under an option can be taken or assigned in advance of its payment date, unless the Owner's written consent is given before the Insured dies. This consent must be received at Our Home Office.

OPTION 1. INSTALLMENTS FOR A SPECIFIED PERIOD - PAYMENT OPTION RATES	
MONTHLY INCOME PER \$1,000 OF AMOUNT APPLIED	
Years	Monthly Income
1	\$ 83.71
2	42.07
3	28.18
4	21.24
5	17.08
6	14.30
7	12.32
8	10.83
9	9.68
10	8.75
11	7.99
12	7.36
13	6.83
14	6.37
15	5.98
16	5.63
17	5.33
18	5.05
19	4.81
20	4.59
21	4.40
22	4.22
23	4.05
24	3.90
25	3.76
26	3.64
27	3.52
28	3.41
29	3.31
30	3.21
The first income payment is payable on the effective date of this Option.	

OPTION 2. LIFE INCOME - PAYMENT OPTION RATES OPTION 5. LIFE INCOME WITH PAYMENTS GUARANTEED FOR AMOUNT APPLIED - PAYMENT OPTION RATES					
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED MALE					
AGE*	LIFE ONLY	5 YEARS MINIMUM	10 YEARS MINIMUM	20 YEARS MINIMUM	AMOUNT APPLIED
50	\$2.59	\$2.59	\$2.58	\$2.56	\$2.43
51	2.64	2.64	2.63	2.60	2.47
52	2.70	2.69	2.69	2.65	2.51
53	2.75	2.75	2.74	2.71	2.56
54	2.81	2.81	2.80	2.76	2.60
55	2.88	2.88	2.87	2.82	2.65
56	2.95	2.94	2.93	2.87	2.70
57	3.02	3.01	3.00	2.93	2.75
58	3.09	3.09	3.07	2.99	2.80
59	3.17	3.16	3.15	3.06	2.86
60	3.25	3.25	3.23	3.12	2.92
61	3.34	3.33	3.31	3.19	2.98
62	3.43	3.42	3.40	3.26	3.04
63	3.53	3.52	3.49	3.33	3.11
64	3.63	3.62	3.59	3.40	3.18
65	3.74	3.73	3.69	3.47	3.25
66	3.86	3.85	3.80	3.54	3.33
67	3.99	3.97	3.91	3.62	3.41
68	4.12	4.10	4.03	3.69	3.49
69	4.26	4.24	4.16	3.77	3.58
70	4.41	4.39	4.29	3.84	3.66
71	4.57	4.54	4.42	3.91	3.76
72	4.74	4.70	4.56	3.98	3.86
73	4.92	4.87	4.71	4.05	3.96
74	5.11	5.05	4.86	4.12	4.08
75	5.31	5.24	5.02	4.18	4.19
76	5.52	5.45	5.19	4.24	4.32
77	5.76	5.66	5.36	4.29	4.44
78	6.00	5.89	5.54	4.35	4.58
79	6.27	6.14	5.73	4.39	4.73
80	6.55	6.40	5.92	4.44	4.89
81	6.86	6.67	6.11	4.48	5.04
82	7.19	6.96	6.31	4.51	5.23
83	7.55	7.28	6.51	4.53	5.42
84	7.94	7.61	6.71	4.55	5.64
85	8.36	7.96	6.91	4.57	5.84
Rates for other ages are available upon request. *Age on birthday nearest the due date of the first payment. The first income payment is payable on the effective date of this Option.					

OPTION 2. LIFE INCOME - PAYMENT OPTION RATES OPTION 5. LIFE INCOME WITH PAYMENTS GUARANTEED FOR AMOUNT APPLIED - PAYMENT OPTION RATES					
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED FEMALE					
AGE*	LIFE ONLY	5 YEARS MINIMUM	10 YEARS MINIMUM	20 YEARS MINIMUM	AMOUNT APPLIED
50	\$2.41	\$2.41	\$2.40	\$2.39	\$2.32
51	2.45	2.45	2.45	2.44	2.35
52	2.50	2.50	2.50	2.48	2.39
53	2.55	2.55	2.55	2.53	2.43
54	2.60	2.60	2.60	2.58	2.48
55	2.66	2.65	2.65	2.63	2.52
56	2.71	2.71	2.71	2.68	2.57
57	2.77	2.77	2.77	2.74	2.61
58	2.84	2.83	2.83	2.79	2.66
59	2.90	2.90	2.89	2.85	2.71
60	2.97	2.97	2.96	2.91	2.77
61	3.05	3.04	3.03	2.98	2.82
62	3.12	3.12	3.11	3.04	2.88
63	3.21	3.20	3.19	3.11	2.95
64	3.29	3.29	3.28	3.18	3.01
65	3.39	3.38	3.37	3.26	3.07
66	3.49	3.48	3.46	3.33	3.15
67	3.59	3.58	3.56	3.41	3.22
68	3.70	3.70	3.67	3.49	3.30
69	3.82	3.81	3.78	3.57	3.38
70	3.95	3.94	3.90	3.65	3.47
71	4.09	4.08	4.03	3.73	3.55
72	4.24	4.22	4.16	3.81	3.66
73	4.39	4.37	4.30	3.89	3.75
74	4.56	4.54	4.45	3.97	3.86
75	4.75	4.72	4.61	4.05	3.98
76	4.94	4.90	4.77	4.12	4.09
77	5.15	5.11	4.94	4.19	4.21
78	5.37	5.32	5.12	4.26	4.34
79	5.62	5.55	5.31	4.32	4.50
80	5.88	5.80	5.51	4.38	4.64
81	6.16	6.06	5.72	4.43	4.80
82	6.47	6.35	5.93	4.47	4.99
83	6.81	6.65	6.14	4.51	5.17
84	7.17	6.98	6.36	4.53	5.37
85	7.57	7.33	6.59	4.55	5.58
Rates for other ages are available upon request.					
*Age on birthday nearest the due date of the first payment.					
The first income payment is payable on the effective date of this Option.					

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES										
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED MALE & FEMALE										
MALE	FEMALE IS YOUNGER THAN MALE BY:									
AGE	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
55	\$2.36	\$2.39	\$2.41	\$2.44	\$2.47	\$2.49	\$2.52	\$2.55	\$2.58	\$2.60
56	2.41	2.43	2.46	2.49	2.51	2.54	2.57	2.60	2.63	2.66
57	2.45	2.48	2.51	2.53	2.56	2.59	2.62	2.65	2.68	2.71
58	2.50	2.53	2.55	2.58	2.61	2.55	2.68	2.71	2.74	2.77
59	2.55	2.58	2.61	2.64	2.67	2.70	2.73	2.77	2.80	2.84
60	2.60	2.63	2.66	2.69	2.73	2.76	2.79	2.83	2.86	2.90
61	2.65	2.68	2.72	2.75	2.79	2.82	2.86	2.89	2.93	2.97
62	2.71	2.74	2.77	2.81	2.85	2.89	2.92	2.96	3.00	3.04
63	2.76	2.80	2.84	2.87	2.91	2.95	2.99	3.03	3.08	3.12
64	2.82	2.86	2.90	2.94	2.98	3.02	3.07	3.11	3.15	3.20
65	2.89	2.93	2.97	3.01	3.05	3.10	3.14	3.19	3.24	3.28
66	2.95	3.00	3.04	3.08	3.13	3.18	3.22	3.27	3.32	3.37
67	3.02	3.07	3.12	3.16	3.21	3.26	3.31	3.36	3.41	3.47
68	3.10	3.15	3.19	3.24	3.29	3.35	3.40	3.45	3.51	3.57
69	3.18	3.23	3.28	3.33	3.38	3.44	3.49	3.55	3.61	3.67
70	3.26	3.31	3.36	3.42	3.48	3.53	3.59	3.66	3.72	3.78
71	3.34	3.40	3.45	3.51	3.57	3.64	3.70	3.76	3.83	3.90
72	3.43	3.49	3.55	3.61	3.68	3.74	3.81	3.88	3.95	4.02
73	3.52	3.59	3.65	3.72	3.79	3.86	3.93	4.00	4.07	4.15
74	3.62	3.69	3.76	3.83	3.90	3.97	4.05	4.13	4.21	4.29
75	3.73	3.80	3.87	3.94	4.02	4.10	4.18	4.26	4.35	4.43
76	3.84	3.91	3.99	4.07	4.15	4.23	4.32	4.40	4.49	4.58
77	3.95	4.03	4.11	4.20	4.28	4.37	4.46	4.55	4.65	4.74
78	4.07	4.16	4.24	4.33	4.43	4.52	4.62	4.71	4.81	4.91
79	4.20	4.29	4.38	4.48	4.58	4.67	4.78	4.88	4.98	5.09
80	4.33	4.43	4.53	4.63	4.73	4.84	4.94	5.05	5.16	5.27
81	4.48	4.58	4.68	4.79	4.90	5.01	5.12	5.23	5.35	5.46
82	4.62	4.73	4.84	4.96	5.07	5.19	5.31	5.42	5.54	5.66
83	4.78	4.89	5.01	5.13	5.25	5.37	5.50	5.62	5.75	5.87
84	4.94	5.06	5.19	5.31	5.44	5.57	5.70	5.83	5.96	6.08
85	5.11	5.24	5.37	5.50	5.63	5.77	5.90	6.04	6.17	6.30
Rates for other ages are available upon request.										
*Age on birthday nearest the due date of the first payment.										
The first income payment is payable on the effective date of this Option.										

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES						
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED MALE & FEMALE						
MALE AGE*	FEMALE IS OLDER THAN MALE BY:					
	SAME AGE	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
55	\$2.63	\$2.66	\$2.69	\$2.72	\$2.75	\$2.78
56	2.69	2.72	2.75	2.78	2.81	2.84
57	2.75	2.78	2.81	2.84	2.87	2.91
58	2.81	2.84	2.87	2.91	2.94	2.98
59	2.87	2.91	2.94	2.98	3.01	3.05
60	2.94	2.97	3.01	3.05	3.09	3.13
61	3.01	3.05	3.09	3.13	3.17	3.21
62	3.08	3.12	3.17	3.21	3.25	3.29
63	3.16	3.20	3.25	3.29	3.34	3.38
64	3.24	3.29	3.34	3.38	3.43	3.48
65	3.33	3.38	3.43	3.48	3.53	3.58
66	3.42	3.47	3.53	3.58	3.63	3.69
67	3.52	3.57	3.63	3.69	3.74	3.80
68	3.62	3.68	3.74	3.80	3.86	3.92
69	3.73	3.79	3.85	3.92	3.98	4.04
70	3.84	3.91	3.97	4.04	4.11	4.17
71	3.96	4.03	4.10	4.17	4.24	4.31
72	4.09	4.16	4.24	4.31	4.38	4.46
73	4.23	4.30	4.38	4.46	4.53	4.61
74	4.37	4.45	4.53	4.61	4.69	4.77
75	4.52	4.60	4.69	4.77	4.86	4.94
76	4.67	4.76	4.85	4.94	5.03	5.12
77	4.84	4.93	5.02	5.12	5.21	5.30
78	5.01	5.11	5.21	5.30	5.40	5.49
79	5.19	5.29	5.40	5.50	5.59	5.69
80	5.38	5.49	5.59	5.70	5.80	5.89
81	5.58	5.69	5.80	5.90	5.01	6.11
82	5.78	5.90	6.01	6.12	6.22	6.32
83	5.99	6.11	6.22	6.34	6.44	6.55
84	6.21	6.33	6.45	6.56	6.67	6.77
85	6.43	6.55	6.67	6.79	6.90	7.00
Rates for other ages are available upon request. *Age on birthday nearest the due date of the first payment. The first income payment is payable on the effective date of this Option.						

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES										
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED MALE1 & MALE2										
MALE1 AGE*	MALE2 IS YOUNGER THAN MALE1 BY:									
	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
60	\$2.71	\$2.74	\$2.77	\$2.81	\$2.84	\$2.88	\$2.91	\$2.95	\$2.98	\$3.02
61	2.77	2.80	2.84	2.87	2.91	2.94	2.98	3.02	3.06	3.09
62	2.83	2.86	2.90	2.94	2.97	3.01	3.05	3.09	3.13	3.17
63	2.89	2.93	2.97	3.01	3.05	3.09	3.13	3.17	3.21	3.25
64	2.96	3.00	3.04	3.08	3.12	3.16	3.21	3.25	3.30	3.34
65	3.03	3.07	3.11	3.16	3.20	3.25	3.29	3.34	3.38	3.43
66	3.10	3.15	3.19	3.24	3.28	3.33	3.38	3.43	3.48	3.53
67	3.18	3.22	3.27	3.32	3.37	3.42	3.47	3.52	3.58	3.63
68	3.26	3.31	3.36	3.41	3.46	3.52	3.57	3.62	3.68	3.73
69	3.34	3.40	3.45	3.50	3.56	3.62	3.67	3.73	3.79	3.85
70	3.43	3.49	3.54	3.60	3.66	3.72	3.78	3.84	3.90	3.96
71	3.53	3.59	3.65	3.71	3.77	3.83	3.89	3.96	4.02	4.09
72	3.63	3.69	3.75	3.81	3.88	3.95	4.01	4.08	4.15	4.21
73	3.73	3.79	3.86	3.93	4.00	4.07	4.14	4.21	4.28	4.35
74	3.84	3.91	3.98	4.05	4.12	4.19	4.27	4.34	4.42	4.49
75	3.95	4.02	4.10	4.17	4.25	4.33	4.40	4.48	4.55	4.64
MALE1	MALE2 IS OLDER THAN MALE 1 BY:									
AGE*	SAME AGE		1 Yr.	2 Yrs.		3 Yrs.		4 Yrs.		5 Yrs.
60	\$3.06		\$3.09	\$3.13		\$3.17		\$3.21		\$3.25
61	3.13		3.17	3.21		3.25		3.29		3.33
62	3.21		3.25	3.30		3.34		3.38		3.42
63	3.30		3.34	3.38		3.43		3.47		3.52
64	3.39		3.43	3.48		3.52		3.57		3.62
65	3.48		3.53	3.58		3.62		3.67		3.72
66	3.58		3.63	3.68		3.73		3.78		3.83
67	3.68		3.73	3.79		3.84		3.89		3.95
68	3.79		3.85	3.90		3.96		4.01		4.07
69	3.90		3.96	4.02		4.08		4.14		4.19
70	4.02		4.09	4.15		4.21		4.27		4.33
71	4.15		4.21	4.28		4.34		4.40		4.47
72	4.28		4.35	4.42		4.48		4.55		4.61
73	4.42		4.49	4.56		4.63		4.70		4.76
74	4.56		4.64	4.71		4.78		4.85		4.92
75	4.71		4.79	4.87		4.94		5.02		5.09
Rates for other ages are available upon request.										
*Age on birthday nearest the due date of the first payment.										
The first income payment is payable on the effective date of this Option.										

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES										
MONTHLY LIFE INCOME PER \$1,000 OF AMOUNT APPLIED FEMALE1 & FEMALE2										
FEMALE1 AGE*	FEMALE2 IS YOUNGER THAN FEMALE1 BY:									
	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
60	\$2.53	\$2.56	\$2.59	\$2.52	\$2.65	\$2.68	\$2.71	\$2.74	\$2.77	\$2.80
61	2.58	2.61	2.64	2.67	2.70	2.73	2.77	2.80	2.83	2.87
62	2.63	2.66	2.69	2.73	2.76	2.79	2.83	2.86	2.90	2.93
63	2.69	2.72	2.75	2.79	2.82	2.86	2.89	2.93	2.97	3.01
64	2.74	2.78	2.82	2.85	2.89	2.93	2.96	3.00	3.04	3.08
65	2.81	2.84	2.88	2.92	2.96	3.00	3.04	3.08	3.12	3.16
66	2.87	2.91	2.95	2.99	3.03	3.07	3.11	3.16	3.20	3.25
67	2.94	2.98	3.02	3.06	3.11	3.15	3.20	3.24	3.29	3.33
68	3.01	3.05	3.10	3.14	3.19	3.23	3.28	3.33	3.38	3.43
69	3.08	3.13	3.18	3.22	3.27	3.32	3.37	3.42	3.48	3.53
70	3.16	3.21	3.26	3.31	3.36	3.42	3.47	3.52	3.58	3.63
71	3.25	3.30	3.35	3.40	3.46	3.52	3.57	3.63	3.69	3.75
72	3.34	3.39	3.45	3.50	3.56	3.62	3.68	3.74	3.80	3.87
73	3.43	3.49	3.55	3.61	3.67	3.73	3.79	3.86	3.93	3.99
74	3.53	3.59	3.65	3.72	3.78	3.85	3.92	3.99	4.06	4.13
75	3.63	3.70	3.76	3.83	3.90	3.97	4.04	4.12	4.19	4.27
FEMALE1 AGE*	FEMALE2 IS OLDER THAN FEMALE1 BY:									
	SAME AGE	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.				
60	\$2.83	\$2.87	\$2.90	\$2.93	\$2.96	\$3.00				
61	2.90	2.93	2.97	3.00	3.04	3.07				
62	2.97	3.01	3.04	3.08	3.11	3.15				
63	3.04	3.08	3.12	3.16	3.20	3.23				
64	3.12	3.16	3.20	3.24	3.28	3.32				
65	3.20	3.25	3.29	3.33	3.37	3.42				
66	3.29	3.33	3.38	3.42	3.47	3.52				
67	3.38	3.43	3.48	3.52	3.57	3.62				
68	3.48	3.53	3.58	3.63	3.68	3.73				
69	3.58	3.63	3.69	3.74	3.79	3.85				
70	3.69	3.75	3.80	3.86	3.92	3.97				
71	3.81	3.87	3.93	3.99	4.04	4.10				
72	3.93	3.99	4.06	4.12	4.18	4.24				
73	4.06	4.13	4.19	4.26	4.33	4.39				
74	4.20	4.27	4.34	4.41	4.48	4.55				
75	4.34	4.42	4.49	4.57	4.64	4.71				
Rates for other ages are available upon request. *Age on birthday nearest the due date of the first payment. The first income payment is payable on the effective date of this Option.										

Part 7. Notes On Our Computations

This Part explains the technical points about this policy.

Accumulation Unit Value

The Accumulation Unit Value is determined separately for Active Divisions and Passive Divisions. Except for divisions that are subject to a Policy Level Performance Fee, the Accumulation Unit Value may increase or decrease from Asset Valuation Date to Asset Valuation Date.

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For divisions that are subject to a Policy Level Performance Fee, we may choose to administer the division so that the Accumulation Unit Value will be maintained at \$1.00. Although we will maintain the Accumulation Unit Value at \$1.00, there is no guarantee that the division will maintain its value or increase in value from one Valuation Date to the next. It is possible for the division to decrease in value, including a complete loss of value. Investment performance of a division that is subject to a Policy Level Performance Fee will be reflected by adding or subtracting units in the division. Divisions that are subject to a Policy Level Performance Fee are designated on the Schedule Page.

For Passive Divisions we determine the Accumulation Unit Value on each Asset Valuation Date by dividing A by B then multiplying the result by C.

A equals:

- the net asset value per share of the investment vehicle held by the Passive Division as of the current Asset Valuation Date; plus
- any dividend per share declared on behalf of such investment vehicle that has an ex-dividend date between the last Asset Valuation Date and the current Asset Valuation Date; less
- the cumulative charge or credit for taxes reserved which is determined by Us to have resulted from the operation or maintenance of the Passive Division; and

B equals:

- the net asset value per share of the investment vehicle held by the Passive Division as of the preceding Asset Valuation Date; and

C equals:

- the Accumulation Unit Value as of the immediately preceding Asset Valuation Date.

For Active Divisions we determine the Accumulation Unit Value on each Asset Valuation Date by dividing the Net Asset Value of the Active Divisions by the number of outstanding Accumulation Units held by the Active Division both determined as of the current Asset Valuation Date.

The Net Asset Value of an Active Division on an Asset Valuation Date is determined by computing the value of the assets of the Active Division, adding the investment income and capital gains and losses (realized and unrealized) accrued between the last Asset Valuation Date and the current Asset Valuation Date and subtracting an amount equal to taxes and costs of investment management, accounting, independent certified public accountants and custodians that We have paid, accrued or reserved for the Active Division between the last Asset Valuation Date and the current Asset Valuation Date.

Adjustments of Units and Values

We have the right to split or consolidate the number of Accumulation Units credited to this policy, with a corresponding increase or decrease in the unit values. We may exercise this right whenever We consider an adjustment of units to be desirable. However, strict equity will be preserved in making any adjustment. No adjustment will have any material effect on the benefits, provisions or investment return of this policy, or on the Owner, Insured, any Beneficiary, any assignee or other person, or on Us.

Basis of Computation

The **Basis Of Computation** is the mortality table and interest rate We use to determine:

- The maximum monthly mortality charges;
- The minimum annual interest earned on the Value of Guaranteed Principal Account; and
- The minimum payments under Payment Options C, E, and F.

The Basis Of Computation for the maximum monthly mortality charges, and for the minimum interest earned on the Value of Guaranteed Principal Account is shown on the Schedule Page. The mortality table is specified on the Schedule Page.

In computing the minimum payments under payment Options 2, 5, and 6, we use mortality rates from the Annuity 2000 Table with Projection G for 50 Years. The interest rate used is an annual rate of 1%.

Method of Computing Values

When required by the state where this policy was delivered, We filed a detailed statement of the method We use to compute this policy's benefits and values. These benefits and values are not less than those required by the laws of that state.

SL14-AR-2009

SL14-AR-2009

Flexible Premium Variable Adjustable Life Insurance Policy

This policy provides that:

Insurance is payable when the Insured dies.
Within specified limits, flexible Premiums may be paid during the Insured's lifetime.
Policy is non-participating.

Notice of Annual Meeting

The Insured is hereby notified that by virtue of this policy he or she is a member of Massachusetts Mutual Life Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual meetings are held at its Home Office, in Springfield, Massachusetts, on the second Wednesday of April in each year at 2 o'clock p.m.

**MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
1295 STATE STREET
SPRINGFIELD, MA 01111-0001**

<i>SERFF Tracking Number:</i>	<i>MASS-125532571</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Massachusetts Mutual Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>39578</i>
<i>Company Tracking Number:</i>	<i>SL14-AR-2009</i>		
<i>TOI:</i>	<i>L06I Individual Life - Variable</i>	<i>Sub-TOI:</i>	<i>L06I.002 Single Life - Flexible Premium</i>
<i>Product Name:</i>	<i>SL14 2001 CSO Table Filing</i>		
<i>Project Name/Number:</i>	<i>SL14-2009/SL14-2009</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

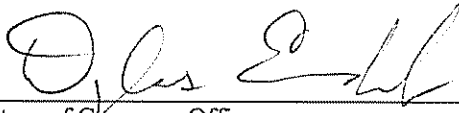
Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Supporting Document	Certification/Notice	03/10/2008	cert. of compliance.PDF

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Massachusetts Mutual Life Insurance Company

Form Number(s): SL14-AR-2009

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Douglas Endorf

Name

Vice President

Title

July 8, 2008

Date